

1587-5075  
No. 16036 ✓

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United States  
Court of Appeals  
for the Ninth Circuit

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ROBERT N. CAMERON and JACK CRAW-  
FORD, Appellants,  
vs.

VANCOUVER PLYWOOD CORPORATION,  
Appellee.

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Transcript of Record

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Appeal from the United States District Court  
for the District of Oregon

FILED

AUG -4 1958

PAUL P. O'BRIEN, CLERK



158A 5073  
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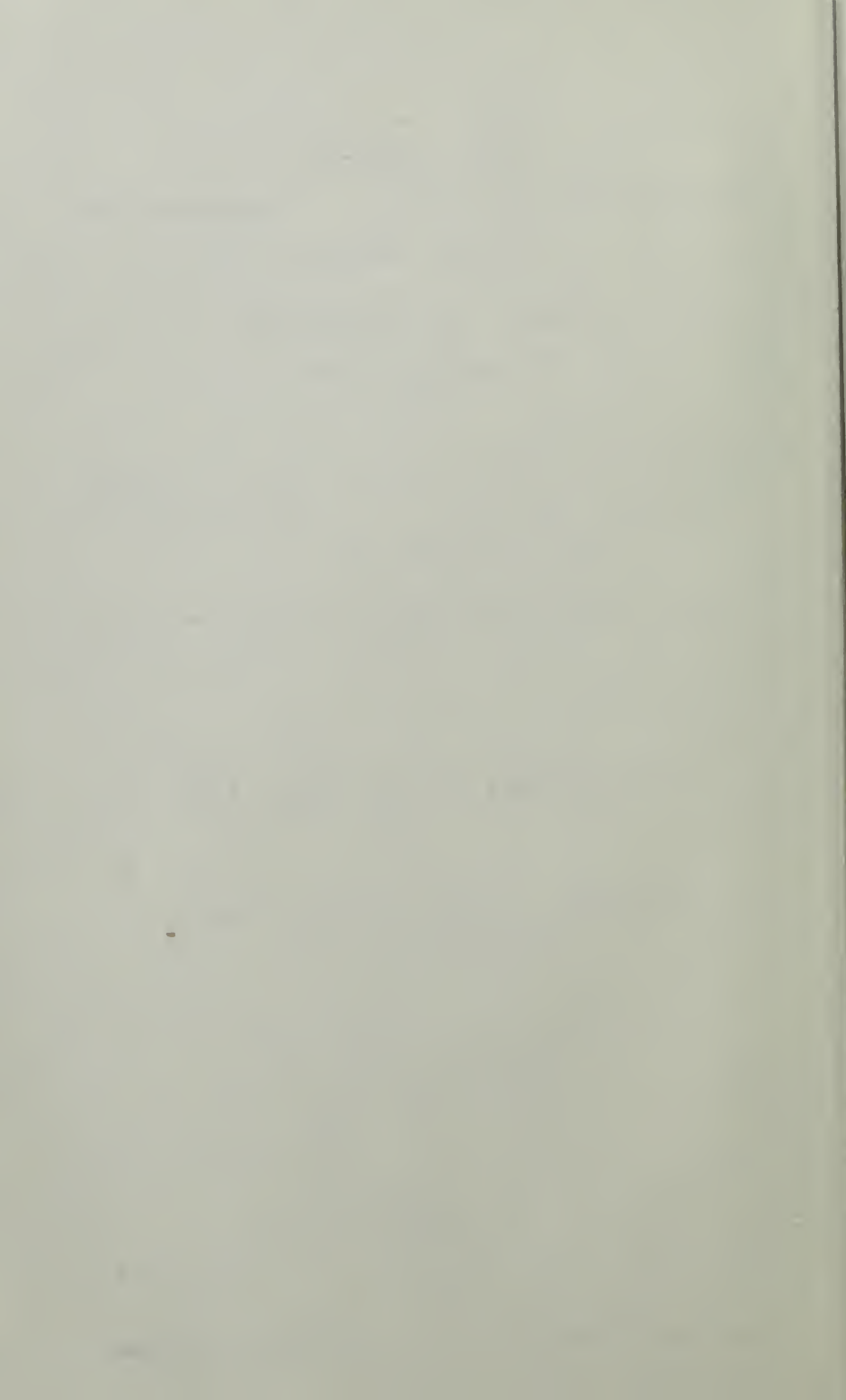
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Transcript of Record

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Appeal from the United States District Court  
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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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NAMES AND ADDRESSES OF ATTORNEYS

YATES, MURPHY & CARLSON,  
EDWARD M. MURPHY,

744 S. E. Jackson Street,  
Roseburg, Oregon,

For Appellants.

BLACK, KENDALL & TREMAINE,  
GEORGE BLACK,  
MILTON C. LANKTON,

1200 Cascade Building,  
Portland, Oregon,

For Appellee.



In the United States District Court  
for the District of Oregon

Civil No. 9409

ROBERT N. CAMERON and JACK CRAW-  
FORD, Plaintiffs,  
vs.

VANCOUVER PLYWOOD CORPORATION, a  
Washington Corporation, Defendant.

PETITION FOR REMOVAL

To: The Judges of the United States District Court  
for the District of Oregon:

The petition of Vancouver Plywood Co., a Wash-  
ington corporation, respectfully shows:

I.

That an action was commenced against Petitioner, Vancouver Plywood Co., a Washington corporation, in the Circuit Court of the State of Oregon in and for the County of Douglas, entitled: Robert N. Cameron and Jack Crawford, plaintiffs, vs. Vancouver Plywood "Corporation", a Washington corporation, defendant, Docket No. 20459 in said court; that a copy of Summons (Exhibit "A" annexed hereto), and a copy of Complaint (Exhibit "B" annexed hereto), were first served on the petitioner upon the 16th day of September, 1957. That on September 26, 1957, petitioner filed an Answer (Exhibit "C" annexed hereto) in said action. That on September 27, 1957, Yates, Murphy & Carlson,

attorneys for plaintiffs in said action, filed a Motion for Change of Judge, together with Affidavit in support thereof (Exhibit "D" annexed hereto) and Motion to Set for Trial (Exhibit "E" annexed hereto), copies of which were delivered to petitioner on September 28, 1957. No further proceedings have been had therein.

## II.

The above described action is a civil action of which this Court has original jurisdiction under the provisions of Title 28, United States Code, Section 1332, and is one which may be removed to this Court by the petitioner, defendant therein, pursuant to the provisions of Title 28, United States Code, Section 1441; in that it is a civil action wherein the amount in controversy exceeds the sum or value of \$3,000.00 exclusive of interest and costs, and is between citizens of different states. The plaintiffs, Robert N. Cameron and Jack Crawford, at the time this action was commenced were and still are citizens, residents, and inhabitants of the State of Oregon; and the defendant, Vancouver Plywood Co., at the time this action was commenced was and still is a corporation incorporated under the laws of the State of Washington and was not and is not incorporated under the laws of the State of Oregon wherein this action was brought.

## III.

That twenty days have not elapsed since the receipt by the defendant, Vancouver Plywood Co., of

a copy of the initial pleadings setting forth the claim for relief upon which the said action was based.

#### IV.

Petitioner files herewith a bond with good and sufficient surety conditioned, as provided by Title 28, United States Code, Section 1446(d), that it will pay all costs and disbursements incurred by reason of the removal proceedings, hereby brought should it be determined that this action is not removable or is improperly removed.

Wherefore, petitioner prays that said bond and surety be accepted and that the above action now pending against him in the Circuit Court of the State of Oregon in and for the County of Douglas, be removed therefrom to the United States District Court for the District of Oregon.

BLACK, KENDALL & TREMAINE,  
/s/ GEORGE BLACK JR.,  
Attorneys for Petitioner.

Duly Verified.

## EXHIBIT "A"

In the Circuit Court of the State of Oregon  
for the County of Douglas

ROBERT N. CAMERON and JACK CRAW-  
FORD, Plaintiffs,

vs.

VANCOUVER PLYWOOD CORPORATION, a  
Washington corporation, Defendant.

## SUMMONS

To Vancouver Plywood Corporation, a Washington  
corporation, Defendant.

In the Name of the State of Oregon: You are hereby required to appear and answer the complaint filed against you in the above-entitled cause within ten days from the date of service of this summons upon you, if served within this county; or if served within any other county of this state, then within twenty days from the date of the service of this summons upon you; or if served outside the State of Oregon but within the United States, then within four weeks from the date of the service of this summons upon you; or if served outside the United States, then within six weeks from the date of the service of this summons upon you; and if you fail so to answer, for want thereof, the plaintiffs will take judgment against the defendant for the sum of Eighteen Thousand Dollars (\$18,000.00) together with plaintiffs' costs and disbursements herein to be taxed.

YATES, MURPHY & CARLSON,  
Attorneys for Plaintiffs.



EXHIBIT "B"

[Title of Circuit Court and Cause.]

COMPLAINT

Come now the plaintiffs and for cause of action against the defendant complain and allege as follows:

I.

That at all times herein mentioned the defendant was a Washington corporation, licensed to do business in the State of Oregon. That at all times herein mentioned the plaintiffs were co-partners.

II.

That on or about the 17th day of July, 1957, in Douglas County, Oregon, the plaintiffs and the defendant entered into an oral contract whereby the parties agreed that the plaintiffs would log the defendant's timber on the following described real property, to wit:

Lots 1, 2, 3, 6 and 7, in Section 17, Township 25 South, Range 3 West, Willamette Meridian, Douglas County, Oregon,

and deliver said logs to the defendant's plywood plant at Springfield, Oregon; that it was further agreed that said logging operation was to be completed by January 1st, 1958; that the defendant in turn agreed to pay the plaintiffs for their services the sum of Twenty-Nine Dollars (\$29.00) per thousand feet net scale for all logs delivered to defendant's mill at Springfield, Oregon.

## Exhibit "B"—(Continued)

## III.

That thereafter the defendant refused to permit the plaintiffs to log said timber, and continues to refuse to permit the plaintiffs to log said timber. That by virtue of the defendant's breach of the contract described in paragraph II above the plaintiffs have sustained damages in the sum of Eighteen Thousand Dollars (\$18,000.00).

Wherefore, plaintiffs demand judgment against the defendant for the sum of Eighteen Thousand Dollars (\$18,000.00) together with plaintiffs' costs and disbursements herein to be taxed.

Dated September 11, 1957.

YATES, MURPHY & CARLSON,  
Attorneys for Plaintiffs.

Duly Verified.

## EXHIBIT "C"

[Title of Circuit Court and Cause.]

## ANSWER

Comes now defendant Vancouver Plywood Co., a Washington corporation, and for Answer to the allegations in plaintiffs' complaint admits that at all times mentioned therein this defendant was a Washington corporation licensed to do business in the State of Oregon, but denies each and every other allegation contained in the complaint.



Exhibit "C"—(Continued)

Wherefore, having fully answered plaintiffs' complaint, this defendant prays that judgment be rendered and entered in its favor.

BLACK, KENDALL & TREMAINE,  
Of Attorneys for Defendant Vancouver Plywood  
Co., a Washington corporation.

[Endorsed]: Filed October 3, 1957.

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[Title of District Court and Cause.]

BOND ON REMOVAL

Know All Men By These Presents, that we, Vancouver Plywood Co., a Washington Corporation, as Principal, and Great American Indemnity Company, a corporation organized under the laws of the State of New York, as Surety, are jointly and severally held and firmly bound unto the above named plaintiffs, Robert H. Cameron and Jack Crawford, in the sum of One Thousand Dollars (\$1,000.00) for the payment of which sum, well and truly to be made, we jointly and severally bind ourselves, our successors and assigns, firmly by these presents.

The Condition of This Obligation Is Such, that whereas the above named defendant, Vancouver Plywood Co., filed its petition in the United States District Court for the District of Oregon, for removal of the above entitled cause from the Circuit Court of the State of Oregon for the County of Douglas to said United States District Court for the District of Oregon.

Now, Therefore, if the said defendant, Vancouver Plywood Co., the principal herein, shall pay all costs and disbursements incurred by reason of such removal proceedings should it be determined that this case was not removable or was improperly removed, then this obligation shall be void; otherwise it is to remain in full force and effect.

In Witness Whereof, we have executed these presents this 2nd day of October, 1957.

VANCOUVER PLYWOOD CO,

/s/ By C. B. PERRY,  
Secretary,  
(Principal).

[Seal] GREAT AMERICAN INDEMNITY  
COMPANY,

/s/ By (Illegible),  
Attorney-in-Fact,  
(Surety).

Countersigned:

WELLS-REED INSURANCE,

/s/ By (Illegible),  
President,  
Resident Agents.

[Endorsed]: Filed October 3, 1957.

[Title of District Court and Cause.]

MOTION FOR SUMMARY JUDGMENT

Comes now the defendant, pursuant to Rule 56 of the Federal Rules of Civil Procedure, and respectfully moves the Court to enter a summary judgment in the defendant's favor dismissing the action for the reasons and upon the grounds that for purposes of this motion there is no genuine issue as to any material fact and that upon plaintiffs' depositions and in view of the relevant facts therein stated, the contract upon which plaintiffs rely herein is contrary to public policy and unenforceable as a matter of law.

This motion is based upon the pleadings and depositions filed in this case.

MILTON C. LANKTON and  
BLACK, KENDALL & TREMAINE,  
/s/ MILTON C. LANKTON,  
Attorneys for Defendant.

Affidavit of Service Attached.

[Endorsed]: Filed January 27, 1958.

In the United States District Court  
for the District of Oregon

Civil No. 9409

ROBERT N. CAMERON and JACK CRAW-  
FORD, Plaintiffs,

vs.

VANCOUVER PLYWOOD CORPORATION, a  
Washington corporation, Defendant.

### ORDER AND JUDGMENT

It is hereby

Ordered that the defendant's Motion for Summary Judgment be and the same is hereby granted, and it is further

Ordered that the plaintiffs' action be and the same is hereby dismissed with prejudice.

Dated this 19th day of March, 1958.

/s/ GUS J. SOLOMON,  
U. S. District Court Judge.

Presented by:

MILTON C. LANKTON and  
BLACK, KENDALL & TREMAINE,  
Attorneys for Defendant.

[Endorsed]: Filed March 19, 1958.

[Title of District Court and Cause.]

NOTICE OF APPEAL TO COURT  
OF APPEALS

Notice Is Hereby Given that Robert N. Cameron and Jack Crawford, co-partners, plaintiffs above named, hereby appeal to the United States Court of Appeals for the Ninth Circuit from the Order dated March 19, 1958, in the above-entitled action granting the defendant's motion for summary judgment and dismissing the above-entitled action with prejudice.

Dated this 15th day of April, 1958.

/s/ EDWARD M. MURPHY,  
Of YATES, MURPHY &  
CARLSON,

Attorneys for Appellants, Robert N. Cameron and  
Jack Crawford, Co-partners.

[Endorsed]: Filed April 15, 1958.

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[Title of District Court and Cause.]

POINT INTENDED TO BE RELIED UPON  
ON APPEAL AND DESIGNATION OF  
RECORD BY THE APPELLANTS

The Court erred in granting defendant's motion for a summary judgment dismissing the complaint.

The appellants designate the following to be included in the record on appeal:

1. Complaint.
2. Answer.



3. Defendant's petition for removal to the United States District Court.

4. Bond on removal to the United States District Court.

5. Defendant's motion for summary judgment.

6. Order of the United States District Court granting defendant's motion for summary judgment.

7. Appellants' notice of appeal.

The appellants designate, to be included in the record on appeal, those portions of the depositions of the plaintiffs and William C. Smith attached hereto.

Respectfully submitted,

/s/ EDWARD M. MURPHY,  
Of YATES, MURPHY, & CARLSON,  
Attorneys for Plaintiffs-Appellants.

\* \* \* \* \*

Affidavit of Mailing Attached.

[Endorsed]: Filed May 19, 1958.

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[Title of District Court and Cause.]

### CERTIFICATE OF CLERK

United States of America,  
District of Oregon—ss.

I, R. DeMott, Clerk of the United States District Court for the District of Oregon, do hereby certify that the foregoing documents consisting of Petition for Removal with copy of Complaint and

Answer attached; Bond on Removal; Motion for Summary Judgment; Memorandum Opinion; Order and Judgment; Notice of Appeal; Bond for Costs on Appeal; Designation of Portions of Record on Appeal; and Transcript of Docket Entries constitute the record on appeal from a judgment of said court in a cause therein numbered Civil 9409, in which Robert N. Cameron and Jack Crawford, are plaintiffs and appellants, and Vancouver Plywood Corporation, a Washington corporation, is defendant and appellee; that the said record has been prepared by me in accordance with the designation of contents of record on appeal filed by the appellants, and in accordance with the rules of this court.

I further certify that the cost of filing the notice of appeal, \$5.00, has been paid by the appellants.

In Testimony Whereof I have hereunto set my hand and affixed the seal of said court in Portland, in said District, this 20th day of May, 1958.

[Seal]                      R. DeMOTT,  
                                    Clerk,  
                    /s/ By MILDRED SPARGO,  
                                    Deputy.

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[Title of District Court and Cause.]

#### COUNTER DESIGNATION OF CONTENTS OF RECORD ON APPEAL

To: Robert H. Cameron and Jack Crawford,  
      plaintiffs, and Yates, Murphy and Carlson and  
      Edward M. Murphy, attorneys for plaintiffs.

You and each of you, will take notice that de-

fendant designates for inclusion in the record on appeal of the above entitled case to the United States Court of Appeals for the Ninth Circuit, the following portions of the record, proceedings and evidence in such case in the District Court:

1. Those portions of the deposition of plaintiff Jack Crawford which appear on pages 29 through 59 of the deposition and which have been omitted from appellants' designation of contents of the record on appeal.

2. Those portions of the deposition of plaintiff Robert N. Cameron which appear on pages 91 through 106 of the deposition and which have been omitted from appellants' designation of contents of the record on appeal.

3. Those portions of the deposition of William C. Smith which appear on pages 3 through 30 of the deposition and which have been omitted from appellants' designation of contents of the record on appeal.

4. This counter-designation of contents of the record on appeal.

MILTON C. LANKTON and  
BLACK, KENDALL & TREMAINE,  
/s/ MILTON C. LANKTON,  
Attorneys for Defendant-Appellee.

Affidavit of Service Attached.

[Endorsed]: Filed May 29, 1958.



[Title of District Court and Cause.]

SUPPLEMENTAL CERTIFICATE

United States of America,  
District of Oregon—ss.

I, R. DeMott, Clerk of the United States District Court for the District of Oregon, do hereby certify that the foregoing documents consisting of Order extending time to docket appeal; and Counter designation of contents of record on appeal constitute the supplemental record on appeal in the case of Robert N. Cameron and Jack Crawford, plaintiffs and appellants vs. Vancouver Plywood Corporation, a Washington corporation, defendant and appellee; Civil No. 9409; that the said record has been prepared by me in accordance with the counter designation of contents of record on appeal filed by the appellee, and in accordance with the rules of this court.

I further certify that there is enclosed herewith the deposition of William C. Smith and the depositions of Robert N. Cameron and Jack Crawford.

In Testimony Whereof I have hereunto set my hand and affixed the seal of said court in Portland, in said District, this 29th day of May, 1958.

[Seal]                      R. DeMOTT,  
Clerk,

/s/ By THORA LUND,  
Deputy.

[Title of District Court and Cause.]

## DEPOSITIONS OF ROBERT N. CAMERON AND JACK CRAWFORD

Be It Remembered, That, pursuant to the stipulation of counsel for the respective parties herein-after set forth, the depositions of Robert N. Cameron and Jack Crawford, the plaintiffs above named, were taken as discovery depositions in behalf of defendant before Mary Wakefield, a Notary Public for Oregon and an Official Reporter of the Circuit Court of the State of Oregon for the County of Multnomah, on Friday, December 20, 1957, beginning at the hour of 1:30 p.m., at the law offices of Messrs. Black, Kendall & Tremaine, 1200 Cascade Building, Portland, Oregon. [1]\*

\* \* \* \* \*

### JACK CRAWFORD

one of the plaintiffs herein, was produced as an adverse witness in behalf of defendant, and, having been first duly sworn by the Notary, was examined and testified as follows:

#### Direct Examination

Q. (By Mr. Higgins): Would you state your full name, please?      A. Jack Crawford. [3]

\* \* \* \* \*

Q. What is your age?      A. Thirty-three.

Q. What is your occupation?      A. Logger.

\* \* \* \* \* [4]

---

\* Page numbers appearing at top of page of Original Deposition.

(Deposition of Jack Crawford.)

Q. So far as major equipment goes, since 1953 you have owned, in connection with your logging operations, a portable loader, a cat and a pickup, is that correct?      A. Yes. [8]

\* \* \* \* \*

Q. You and Mr. Cameron met at the tract of timber?

A. Yes. We were cruising the timber.

Q. Did you go there together?      A. Yes.

Q. And you believe that that was about the 1st of July, 1957?      A. Yes.

Q. Do you know that that was the exact date?

A. No, I don't know that that is the exact date. That is approximately the right date. [10]

\* \* \* \* \*

Q. Was your first contact with Vancouver Plywood Company before or after the meeting you have mentioned between yourself and Mr. Cameron out at the site?      A. Yes, it was after.

Q. After?      A. Yes.

Q. Do you know what the status of the timber was at the time that you and Mr. Cameron were first out there? Was it up for sale?

A. Yes, it was up for sale by the Bureau of Land Management at Roseburg. [11]

\* \* \* \* \*

Q. As I understand your testimony, Mr. Crawford, and I want you to correct me if I am wrong, it came to your knowledge that timber on the property which is described in your complaint had come up for sale, and I understand that to

(Deposition of Jack Crawford.)

mean had been offered for sale by the Bureau of Land Management, and hadn't been purchased by anyone?      A. That is right.

Q. And that approximately ten days after that unsuccessful sale, you and Mr. Cameron went to the site, that is, to the area described in your complaint?      A. Yes.

Q. What did you actually do there at the site?

A. Well, we cruised the timber and we come up with a small fall down in the cruise from what the O. & C. offered that [12] cruise for. [13]

\* \* \* \* \*

Q. My understanding of your testimony, Mr. Crawford, is that before this day that we have been talking about on which you and Mr. Cameron went out to the area together, you had had no contact with Vancouver Plywood Company nor any of its representatives concerning this particular area or the timber standing on it, is that correct? Is my understanding correct?

A. At the time that Mr. Cameron and I were cruising the timber, we hadn't contacted anyone.

Q. Had either one of you, to your knowledge?

A. No.

Q. Had you been contacted by Vancouver Plywood Company or any of its representatives in connection with this property or the timber standing on it before you and Mr. Cameron first went out there?

A. Well, I had talked to Mr. Smith on different occasions about timber sales and he told me anytime

(Deposition of Jack Crawford.)

that I found a piece of timber that I was interested in, they would look at it and let me know whether they were interested. [19]

\* \* \* \* \*

Q. When was it that you first had any contact with Vancouver Plywood Company or any person connected with Vancouver Plywood Company regarding the particular tract described in your complaint?

A. I don't remember the correct date.

Q. I don't mean the exact date. When was it with reference to the day that you and Mr. Cameron went out to the site?

A. I think it was the next day.

Q. Just tell me what that contact consisted of.

A. Well, I give Mr. Smith the prospectus of the sale and he looked it over and said that he was interested and that he would take his cruiser and go down and look it over.

Q. By "Mr. Smith" you mean Bill Smith?

A. Yes.

Q. When you say you gave him the prospectus, is that some type of form or document that the government prepares?

A. Yes, for a tract of timber when they put it up for sale.

Q. In other words, you gave to him only a government form which [21] had been given to you?

A. Yes.

Q. Did you tell him anything more about the timber?



(Deposition of Jack Crawford.)

A. We just talked about the price of logs that they were selling, their price on logs and what they were paying, and he quoted them and he said that he would either let us sell the logs back to them or he would let us log for them for so much a thousand. [22]

\* \* \* \* \*

Q. Can you just give me here and now your best recollection of everything that was said in that conversation, either by you or Mr. Smith?

A. Well, it wasn't a long conversation. We have already talked about just about all that took place. Should I go over that?

Q. Just tell me, if you will, everything that you can recall that was said by you or by Mr. Smith at this particular time.

A. Well, I asked Mr. Smith if he was interested in this tract of timber at Sutherlin, and he said that he would take his cruiser down and go himself and look at it, and if he was interested, why, he would let me know. [23]

\* \* \* \* \*

Q. What was the next contact that you had with Vancouver Plywood Company or anyone connected with Vancouver Plywood Company regarding this particular tract?

A. I think the next contact was a phone call from Mr. Smith. He asked me how much that I would log the tract of timber for and I told him over the phone \$29 a thousand, and that included building the road.

(Deposition of Jack Crawford.)

Q. Was anything else said in that telephone conversation?      A. No. [25]

\* \* \* \* \*

Q. He didn't say anything further to you?

A. I can't remember anything of any importance. I mean Bill Smith, we have known each other for years—probably small talk took place.

Q. But you can't recall anything else which was said regarding this particular tract with timber on it or any proposed logging operation in that telephone conversation, either by you or by Bill Smith?

A. No. I think he did tell me, too, that they had went down and cruised the timber and that they had come up with a shortage than what the O. & C. cruise was.

Q. Did he say anything to you about how much of a shortage their cruise showed?

A. I think he said 18 per cent.

Q. What was the next contact which you had with the Vancouver Plywood Company, or anyone connected with that company, regarding this particular tract?      A. State that question again.

\* \* \* \* \* [26]

Q. Just going back a little bit, you talked to Bill Smith regarding this tract—      A. Yes.

Q. —the first time at their log pond, at Vancouver Plywood log pond, the day after you and Mr. Cameron were out at the site?

A. That is right.

Q. Then sometime after that he telephoned you?      A. Yes.

(Deposition of Jack Crawford.)

Q. Can you recall how long it was after you first talked to him out there at the log pond that he telephoned you?

A. It was approximately three days, or four.

Q. How long was it from that telephone call to the next time you had any contact with Bill Smith or Vancouver Plywood Company?

A. I think it was the next day or the day after.

\* \* \* \* \* [27]

Q. Will you tell me to the best of your recollection everything that was said in that conversation?

A. We talked about the sale and the type of timber.

Q. For example, what did you say about the sale and what did he say about the sale?

A. Well, he said that was just the type of log they wanted right at that time, that they would like to have it all in their pond right then if they could get it.

Q. And what else, if anything, was said?

A. And he said that he would like to have around 75,000 feet a day delivered to their pond.

Q. Was there anything else said, either by him or by you, about the logging of that area?

A. Well, we talked about the road, that it had to be built in the area, and that we could log out both units without building the road, and then build the road after the timber was taken off because it wasn't necessary to build the road first.

Q. Was there anything said about the price of the logging?



(Deposition of Jack Crawford.)

A. Well, we had already agreed upon \$29 in that telephone conversation.

Q. Was that figure or any other figure mentioned in this conversation in Bill Smith's office?

A. I don't remember.

Q. Have you told me everything you can recall about that conversation in Bill Smith's office?

A. Yes.

Q. At that time, the time of your conversation with Mr. Smith in his office, were you shown any writing concerning the cruise for Vancouver Plywood Company made of the area? A. No.

Q. After that meeting between yourself and Mr. Smith in Mr. Smith's office, what was the next contact, if any, which you had with Vancouver Plywood Company regarding this tract or the timber or any logging on the tract?

A. I think the next meeting Mr. Smith and I had was the afternoon before the sale date, which was July the 17th.

Q. When you say "which was July the 17th," what do you mean was July 17th?

A. Which was the sale date.

Q. The 17th was the sale date? A. Yes.

Q. And where did you have any contact with Mr. Smith on July 16th? [29]

A. That was at the Springfield plant.

Q. And where at the plant?

A. In his office.

Q. And who was present?

A. Mr. Smith and myself.

(Deposition of Jack Crawford.)

Q. No one else?           A. No.

Q. Just tell me, if you will, what occurred at that time.

A. Well, he told me that he had already went down and put his check down for the sale, and I told him that in the event they decided not to buy the sale, that Bob and I had decided that we were going to buy it and that we were going to enter a bid, too, so the next day I went down and put my check down for the sale, too.

Q. How did you happen to go to the Vancouver Plywood Company mill on the 16th? Why did you go there?

A. To tell him this, that I was going to enter a bid, too.

Q. Do you remember what time of day it was approximately that you were talking to Mr. Smith on the 16th?

A. It was probably around three or four.

Q. In the afternoon?

A. Yes, between three and four o'clock.

Q. Was the plant in operation when you arrived there?           A. I don't think so.

Q. Was it in operation when you left? [30]

A. I don't remember.

Q. Are you acquainted with any of the personnel of the Vancouver Plywood Springfield plant other than Bill Smith?           A. Just Bill Smith.

Q. No one else?           A. No one else.

Q. How long did you remain at the plant on the afternoon of the 16th?

(Deposition of Jack Crawford.)

A. I probably wasn't there over ten minutes.

Q. Did you go there alone? A. Yes.

Q. Where did you go after you left there?

A. I went home.

Q. As I understand it, when you arrived in Mr. Smith's office, he told you that on behalf of the Vancouver Plywood Company he had entered a bid and deposited a check on the timber. Is that right? A. That is right.

Q. Between the time that you and Mr. Cameron first went out to the site—I think you said it was about July 1st—and this date of July 16th, had you been working on any logging operation at all? A. No.

Q. To your knowledge had Mr. Cameron been working on any logging operation during that time? [31] A. Yes.

Q. He had? A. Yes.

Q. Where was that, do you know?

A. At Roseburg.

Q. And to your knowledge was Mr. Cameron employed by someone else in that Roseburg operation or was he operating for himself?

A. For himself, I think.

Q. Had you and Mr. Cameron met sometime between the first of July and the 16th of July and determined that you would enter a bid on this property? A. Yes.

Q. Do you remember when that was?

A. It was one Sunday afternoon. My wife and

(Deposition of Jack Crawford.)

I and family went down to Bob's home and we talked it over one Sunday afternoon.

Q. How long was it before the 16th of July?

A. Well, it was the weekend before the sale date.

Q. The weekend before the 16th?

A. Yes.

Q. In connection with any bid which was to be made for this timber, was there a minimum dollar requirement set by the government, that is, did any bid have to exceed so many dollars?

A. State your question again.

Q. At the time that you and Mr. Cameron were discussing this matter in connection with making a bid on the timber, did the [32] government, to your knowledge, have any requirement for a minimum bid?

A. They had an appraised price and it had to sell at that price or it wouldn't be sold.

Q. In other words, any bid had to equal at least the appraised price? A. Yes.

Q. Do you remember what that appraised price was?

A. I don't remember without looking at the sale again.

Q. Do you remember approximately what it was? A. I wouldn't want to say.

Q. Would you remember whether it was approximately \$98,000? A. Yes.

Q. You think it was approximately \$98,000?

A. Yes.



(Deposition of Jack Crawford.)

Q. Mr. Crawford, with regard to a bid on the timber on this property, was the bid required to be on a cash basis? That is, in the event your bid was accepted, would you have to pay the approximate \$98,000 in cash prior to starting operations?

A. In order to bid we had to put up \$5,600, a \$5,600 check in order to be eligible to bid.

Q. And then in the event that you bid were accepted, were you required to pay the full cash price immediately for the timber? A. No.

Q. Can you tell me what the terms of purchase would be in the [33] event such a bid were accepted?

A. The payments were divided up in several payments. I don't remember the exact figures of each payment.

Q. Do you recall that the bidding requirements called for the equivalent of a down payment of \$20,000 prior to the commencement of cutting?

A. I think so.

Q. I take it that at the time that you and Mr. Cameron decided to submit a bid, you had between you at last \$5,700, is that correct? A. Yes.

Q. Did you have between you additional money?

A. Yes.

Q. Did you have between you in addition to the \$5,700, \$14,000? A. No, sir.

Q. Can you tell me at the time you determined to submit a bid how much you had between you which you could devote to the purchase price of this contract?

(Deposition of Jack Crawford.)

A. Our plans were—the money that we put down as the down payment was all that we were putting up at that time, but we had another interested party that would put up the money if we didn't deal with Vancouver Plywood.

Q. Did you have a firm commitment from someone to provide the approximate \$14,000 balance of the down payment required on this contract? [34]

A. No.

Q. Did you have any type of commitment from anyone to provide you with money for the down payment on the contract at the time that you determined to submit your bid?

A. This other party said that they would help us out on meeting the stumpage payments.

Q. And who was that?

A. U. S. Plywood in Eugene.

Q. With whom connected with U. S. Plywood did you discuss this matter?

A. Bill Phillips.

Q. And when was that?

A. I don't remember the exact date. It was sometime before the 17th.

Q. Where was it that you discussed this matter with Mr. Phillips? A. U. S. Plywood, Eugene.

Q. Did the discussion of this matter take place on only one occasion? A. Yes.

Q. Who was the discussion between?

A. Bill Phillips and myself.

Q. Mr. Cameron wasn't present? A. No.

(Deposition of Jack Crawford.)

Q. Just tell me, if you will, what was said in that discussion.

A. Well, I told him that we were working with Vancouver Plywood [35] on this, and in the event that it didn't work out, that I would like to deal with U. S. Plywood.

Q. Did Mr. Phillips say anything to you about supplying monies to you for the down payment or otherwise?

A. Yes. That was understood, that we would have to have help.

Q. No, I don't mean understood. Did he actually say anything to you about paying any money to you or on your account for this contract?

A. Well, we talked that if things didn't work out with Vancouver Plywood, they would help us out on the money to pay for the stumpage. There wasn't any definite amount talked about.

Q. I take it that before you met with Bill Smith, which you have testified to on the 16th of July, 1957, you didn't know that Vancouver Plywood had made a bid on the timber?

A. Did you say—what was the date that you stated?

Q. The 16th when you went to his office.

A. To Mr. Phillips' office?

Q. No, Bill Smith's.

A. He told me that he was going to put a check down on the tract of timber.

Q. I said before you went to his office that

(Deposition of Jack Crawford.)

afternoon of July 16, 1957, you didn't know that he had made a bid?

A. Oh, yes, I knew he had. He had already put down his check. Then I had—after talking to Mr. Cameron, we decided that we would put down a bid, too, to insure ourselves of the tract of [36] timber in the event that they didn't go ahead and buy.

Q. In other words, before you went to Bill Smith's office on July 16th, you knew that Vancouver Plywood Company had entered a bid on the timber?

A. Yes, I knew.

Q. How did you know it?

A. Bill told me.

Q. When did he tell you?

A. Well, it was a few days prior to the sale date.

Q. As I understand it, you had had only three contacts with Bill Smith before the afternoon of the 16th of July regarding this particular tract of timber, and those were the first contact at the millpond and before Vancouver Plywood had had a cruise of the area?

A. Yes.

Q. The second was a telephone conversation three or four days after the first contact, and the third in Bill Smith's office the day after that telephone conversation?

A. Yes.

Q. Had he told you on one of those occasions that Vancouver Plywood had actually submitted a bid?

A. Yes.

Q. And on which of those occasions?



(Deposition of Jack Crawford.)

A. I think in the telephone conversation we had, that he would go down and submit a bid. [37]

Q. When you say that he told you that he would go down and submit a bid, he was saying that he had not yet done it, is that correct? A. Yes.

Q. And then you met with him the following day in his office, is that right?

A. I think that is—

Q. Let me ask you this: Before the afternoon of the 16th of July, 1957, had Bill Smith ever told you that Vancouver Plywood Company had submitted a bid on this tract?

A. Before the telephone conversation?

Q. No, before the discussion that you talked about being the day before the sale date.

A. He had told me before that day.

Q. Had he told you that Vancouver Plywood had already submitted a bid? A. Yes.

Q. And when was it that he told you that they had already submitted a bid?

A. I don't remember the date. It was some time before that date.

Q. Well, was it some contact other than the ones we have talked about here?

A. It could have been, but I don't remember just when that would have been.

Q. As I understand it, we have named off all of the contacts [38] which you had with Mr. Smith in which there was any reference to this tract of timber or the logging of it, and those contacts were these: The contact when you met him at the

(Deposition of Jack Crawford.)

millpond, the day after when you and Mr. Cameron were up there, a telephone call when he contacted you at your home three or four days after that, when you went to his office when you talked with him, and that was on the 16th of July. Did you have any other contact with him regarding this site or logging of it?

A. I can't remember any other dates, but it seems like there was.

Q. Can you remember any other contact?

A. No.

Q. Did you find out from any source other than Bill Smith that Vancouver Plywood had submitted a bid on this timber?

A. I think Bill Smith told me sometime during that——

Q. Were you told by anyone other than Bill Smith?      A. No.

Q. Now, after the discussion which you say you had with Bill Smith on the afternoon of the 16th of July, when did you next have any contact with Vancouver Plywood Company, or anyone connected with Vancouver Plywood Company, with regard to this timber?      A. That is after the 16th?

Q. Yes.

A. Well, I met Bill Smith the next day in front of the Coast [39] Cable Company, a supply company in Glenwood, and we went down to the sale together.

Q. Where was the sale held?

(Deposition of Jack Crawford.)

A. At Roseburg, the Bureau of Land Management's office.

Q. And you say you met Bill Smith where?

A. In front of Coast Cable Logging Supply in Glenwood.

Q. Where is that?

A. It is between Springfield and Eugene.

Q. You went from there to the sale together?

A. Yes.

Q. How far a distance is that?

A. Approximately seventy-five miles.

Q. How did you go together?

A. In Bill's car.

Q. Did you meet there in Lynwood by some prior arrangement or did you just happen to run into one another?

A. We had talked to each other the day before and he had told me to meet him there and then we would go down together.

Q. As I understand it, on the day before you only talked to Bill Smith on one occasion, and that is the occasion in his office that you previously mentioned? A. Yes.

Q. You didn't talk to him after that on the 16th or before that on the 16th?

A. Well, I talked to him before the 16th. [40]

Q. No, no, on the 16th. You just talked to him the one time on the 16th? A. Yes.

Q. I understand you now to say that in that conversation on the 16th you made some arrangement to meet the following day? A. Yes.

(Deposition of Jack Crawford.)

Q. Tell me what was said about that, if you will, on the 16th.

A. I think I was to meet Bill in front of this supply company about seven-thirty the morning of the 17th and we would go down to the sale together.

Q. You have stated that you told Bill Smith that you and Mr. Cameron were going to enter a bid.

A. Yes.

Q. Or had you already entered a bid, was that it?

A. No, I told him that we were going to enter a bid.

Q. I see, and what did he say about that?

A. He said to go ahead, that it wouldn't—

Q. Did you then enter a bid? A. Yes.

Q. When?

A. On the morning of the 17th.

Q. All right, now, on the morning of the 17th you met in Lynwood? A. Glenwood.

Q. Is it Glenwood? A. Yes. [41]

Q. I see. You met in Glenwood and drove from there to the sale in Bill's car? A. Yes.

Q. Who was present during that time?

A. During the sale?

Q. No, from the time you met until you arrived at the place of the sale.

A. Just Bill Smith and myself.

Q. And on the way from Glenwood to the sale, did you discuss this matter at all? A. Yes.

(Deposition of Jack Crawford.)

Q. Just tell me what that discussion consisted of.

A. Well, I agreed that if Bob and I got the job of logging it, we would withdraw our bid.

Q. Well, just tell me who said what and what was said, if you will.

A. Well, I can't remember of too much being said other than that.

Q. You say you agreed that if you and Mr. Cameron got the logging job, you would withdraw your bid on the timber, is that correct?

A. Yes.

Q. And what did Mr. Smith say to that?

A. He said that would be all right.

Q. Do you say that he agreed that you would get the job?      A. Yes. [42]

Q. Then what, if anything else, was said?

A. That is a hard thing to answer. We talked about several things but it was small talk.

Q. Well, did you say anything more about this timber or the bidding on it or anything in connection with it?      A. No.

Q. Just what you have told me here now?

A. Yes.

Q. And just to be sure that we have it correctly and have all of it, you told Mr. Smith that if you and Mr. Cameron got the logging job, that you would withdraw your bid, and you say that he said that was agreeable, that you could have the job, is that correct?

A. Yes. I think there is one thing there I



(Deposition of Jack Crawford.)

ought to correct. I think I said I submitted that bid on the 17th. It was a day or two before the 17th when that bid was put in.

Q. Was it before the 16th?

A. I think that it was the 16th because I am pretty sure I had stopped by Bill Smith's office on the 16th and told him that I had submitted a bid.

Q. It is your recollection now that at the time you stopped at Mr. Smith's office on the 16th you had already submitted a bid? A. Yes.

Q. And you told him why you submitted a bid?

A. Yes. [43]

Q. Do you remember what the bid was that you submitted, what the amount was?

A. Just the appraised price.

Q. What reason did you give him for having submitted the bid?

A. Well, it made us eligible to bid in case they didn't want to buy the timber, or if anybody else had put in a bid and were there raising the bid higher than Vancouver would want to pay for it.

Q. At the time that you submitted your bid, did you know what the Vancouver Plywood bid was?

A. I didn't know but I figured it was the appraised price.

Q. You didn't have any information as to the amount of Vancouver Plywood Company's bid at the time that you submitted the bid? A. No.

Q. Is that correct?

A. Well, Mr. Smith, he had told me before, I think, that he wasn't going to raise it but very little



(Deposition of Jack Crawford.)

over the appraised price in the event anybody else was there bidding.

Q. No, I am talking now about the time that you actually submitted a bid on this, accompanied by checks in the amount of fifty-five or fifty-seven hundred dollars, did you know at that time the amount of the Vancouver Plywood Company's bid?

A. No.

Q. Tell me, if you will, what occurred when you arrived at the sale.

A. The sale was at nine o'clock and our names were placed upon [44] the board and they asked for bids and Mr. Smith, he raised the bid a nickel, and the next bid, I withdrew my bid and the sale was awarded to Vancouver Plywood.

Q. Was Mr. Cameron there at the bidding at all?

A. No. He was there but he was on the outside of the building.

Q. Did he partake in the bidding at all to your knowledge?      A. No.

Q. Did you have any conversation with Mr. Cameron between the time that you first arrived at the place of sale and before you withdrew your bid?      A. That is on the day of the 17th?

Q. Yes.      A. No.

Q. In other words, you went directly into the sale without speaking to Mr. Cameron at all?

A. Yes.

Q. Is it a fair statement, then, Mr. Crawford, that you and Mr. Cameron had previously agreed

(Deposition of Jack Crawford.)

that if you secured the logging contract from Vancouver Plywood, you would withdraw your bid?

A. That is right.

Q. And you didn't have to take that up again with Mr. Cameron at all before withdrawing your bid, is that correct?

A. No.

Q. It is not correct or it is?

A. Mr. Cameron and I had agreed beforehand on what we would do. [45]

Q. So you didn't have to and you didn't then take it up with Mr. Cameron before you went into the bidding?

A. No. After the sale was awarded to Vancouver, I went outside the building and Bob Cameron was there and we waited till Mr. Smith come out. Then Bob and myself and Mr. Smith talked over the timber deal and what would take place afterwards, what their plans were.

Q. Just tell me what that conversation consisted of, what was said.

A. Mr. Smith, he said that he wanted approximately thirty days before we went in there and started logging the timber, and that was agreeable to Bob and I that we would wait until then.

Q. I want you to tell me, if you can, everything you can recall that was said in that conversation.

A. Well, we said that that would be all right to wait thirty days if we had the logging job, and Bill, he said, "Absolutely, you got the logging job when we get ready to log it," and he wanted to wait approximately thirty days before we started.

(Deposition of Jack Crawford.)

Q. Was that everything you can recall that was said?      A. Yes.

Q. Who was present during this conversation?

A. Mr. Smith, Bob Cameron and myself.

Q. And where did the conversation take place?

A. In front of the O. & C. office in Roseburg.

Q. Just to go back a minute, Mr. Crawford, at the time you [46] actually submitted a bid on this, did you personally go to the government office to submit the bid?      A. Yes.

Q. Did anyone go with you?

A. Bob Cameron.

Q. The two of you went together?

A. Yes.

Q. Did you make a deposit with the bid?

A. Yes.

Q. What did that deposit consist of?

A. It was \$5,700; I think fifty-six or fifty-seven hundred dollars. I don't remember the exact.

Q. Was it a check or two checks?

A. It was two checks.

Q. Whose checks?

A. One of mine and one of Bob's.

Q. Were they in equal amounts?      A. Yes.

Q. At the time that you submitted that bid, did you know that Vancouver Plywood Company had also made a bid?      A. Yes.

Q. Were you told of that at the government office when you submitted your bid?

A. They told us after we had submitted our bid.

Q. You weren't told before? [47]

(Deposition of Jack Crawford.)

A. Not by that office.

Q. Bill Smith had told you before?

A. Yes.

Q. Is it a fair statement of your testimony that the reason you made that bid was so that you would get the sale if Vancouver Plywood did not?

A. Yes.

Q. But your bid was actually in the lowest amount which could be accepted, isn't that correct?

A. That is right.

Q. And Vancouver Plywood's bid was at least equal to yours, was it not? A. Yes.

Q. You knew that? A. Yes.

Q. Were you familiar with the O. & C. office in Roseburg generally at the time that you went there to submit this bid? A. Yes.

Q. You had been there a number of times before? A. Yes.

Q. Did you know at that time that information as to who has bid on particular tracts is posted in the office? A. No.

Q. Have you told me everything that happened on the 17th of July, 1957 with regard to this tract of property that we have been [48] talking about and the timber standing on it and any proposed logging operation? Is there anything else that happened on the 17th of July, 1957 regarding those matters that you haven't told me about?

A. Nothing that I can remember. After we left, Mr. Cameron, Mr. Smith and I came back to Springfield together.



(Deposition of Jack Crawford.)

Q. You and Mr. Smith rode back together?

A. Yes.

Q. During that ride did you have any discussion concerning this tract or the timber or any proposed logging operation?

A. Not until we reached Springfield and I started to leave. He said that he would notify me when they got ready for us to start logging it.

Q. And did you say anything?

A. I said that would be O.K.

Q. And other than that bit of conversation that you just referred to, was there any other conversation concerning this timber or logging?

A. No.

Q. Now, after the 17th of July, 1957 did you have any further contact with Vancouver Plywood Company at all?

A. Yes.

Q. What did that consist of?

A. Something like a week or ten days afterwards, after the sale, we found out there was another logger in there logging it, so [49] Bob Cameron, he called Mr. Smith and talked to him. Then he called and told me what was going on.

Q. When did you find that there was another logger in there logging?

A. Mr. Cameron found that out.

Q. After Mr. Cameron telephoned you, what, if anything, did you do?

A. I didn't do anything. I just—we let it ride for two or three days. Then I called Bob at Roseburg and told him that I thought we should come

(Deposition of Jack Crawford.)

up to Vancouver Plywood and tell them about it, tell their head log buyer, or whoever is in charge, about what happened, and that is what we did.

Q. You came up to the Vancouver plant in Vancouver, Washington? A. Yes.

Q. And do you know who you saw then?

A. It was Mr.—do you remember his name?

Q. It wasn't Mr. Smith? It was someone else?

A. No. It is the man that is in charge of all the log buying for that plant.

Q. And just tell me what happened when you met with that gentleman.

A. Well, we talked the whole situation over and he said that we should have some conversation there and for us to go back and talk to Mr. Smith and ask him what he was going to do about it.

Q. What was it that you actually told this gentleman? What did [50] you say to him?

A. We told him we had made a contract with him to log that piece of timber for \$29 and that he had let some other contract logger in there, who logged it.

Q. And that was all that you told him about it?

A. Oh, there was other details I don't remember right now.

Q. And what did you do after you talked to that gentleman?

A. We went back to Eugene and went to Bill Smith's home and asked him what he was going to do about it.

Q. What, if anything, did he say?



(Deposition of Jack Crawford.)

A. He said, "It is just one of those deals," that they had their logger that was working on some high grade logs and they didn't want those high grade logs right at that time and they thought they would rather put Mr. Nygard in there logging it instead of us.

Q. Up to that time when you talked to Bill Smith, had you ever talked to Mr. Nygard about the matter at all?           A. No, I had not.

Q. What did you do after you talked to Mr. Smith?

A. Bob Cameron and I left and we went to Springfield and he got in his car and went home, and so did I.

Q. What was the next thing you did with regard to this property or the timber or any logging operation on that property?

A. Mr. Cameron, he called me and asked me what we should do about it or should we go see a lawyer about it. I told him if [51] he wanted to, to go ahead.

Q. Did you have any further contact with Vancouver Plywood Company about the matter?

A. After the——

Q. After talking to Bill Smith at his home.

A. None.

Q. During any of this time that we have been talking about from July 1, 1957 through the last time that you talked to Bill Smith, which you are just referring to, did you ever receive any letters or correspondence from Vancouver Plywood Com-

(Deposition of Jack Crawford.)

pany regarding this matter?      A. No.

Q. None at all?      A. None at all.

Q. Any written material at all, notes or anything else?      A. No.

Q. During this period of time between July 1st and the time that you last talked with Bill Smith at his home, were you engaged in any discussions with Bill Smith or anyone else connected with Vancouver Plywood Company regarding a Cho-Ho timber sale?

A. Yes. After the sale was made in Roseburg and Mr. Smith wanted to wait a while, I told him that I had another piece of timber at Oakridge and I wanted to know if they would be interested in buying logs, that I was planning on buying this piece of timber. [52]

Q. At that time you were considering buying some timber at Oakridge that was referred to as the Cho-Ho property?      A. Yes.

Q. Did you buy that property?      A. I did.

Q. Did you know when you bought it?

A. It was July the 22nd.

Q. Was that a government sale?

A. Yes, U. S. Forest Service.

Q. Did Mr. Smith say anything to you with regard to Vancouver Plywood Company's intentions concerning the Cho-Ho sale?

A. He said that he would like to buy the logs.

Q. At that time had you made any cruise of that property?

(Deposition of Jack Crawford.)

A. We did not make a cruise. Vancouver Plywood's engineer and I went up and drove through the timber in his car.

Q. Was that after the sale date on this other site that we have been talking about?

A. Yes.

Q. How long after?

A. Just a minute, that was before the sale date of this tract in Sutherlin.

Q. When did you first talk about this Cho-Ho property with Mr. Smith?

A. I think it was the third conversation that we had.

Q. But in any event, you bought that Cho-Ho property shortly [53] after the sale day on the Sutherlin property, is that right?

A. Yes. I bought it July the 22nd.

Q. How large a stand was that Cho-Ho stand?

A. It sold for 530,000. I took out approximately 1,200,000. That sale is now completed.

Q. Pardon?

A. I say the Cho-Ho sale is now completed.

Q. Did you personally log the Cho-Ho sale?

A. Yes.

Q. When did you commence to log that?

A. It was approximately ten days to two weeks after I received the sale.

Q. In connection with that Cho-Ho sale, is it your recollection that the Vancouver Plywood engineer was up on the Cho-Ho property with you before you bought the property?

A. Yes.

(Deposition of Jack Crawford.)

Q. And you say that the appraised price of the Cho-Ho property was based on 530,000 board feet?

A. Yes.

Q. So from about the end of July, 1957 on for some period of time, you were engaged in logging the Cho-Ho property? A. That is right.

Q. And you took out of there, I think you said, better than a million board feet?

A. Yes. [54]

Q. How long a period of time were you engaged in that logging operation?

A. Approximately four months.

Q. When was it that you first looked at the Cho-Ho property with regard to possible purchase of it?

A. Around the first of July. It was right after the prospectus had been mailed out.

Q. Did you submit a bid on the Cho-Ho property? A. Yes.

Q. Do you know when it was that you submitted that bid? A. July the 22nd.

Q. You hadn't bid before that date?

A. On U. S. Government forest sales you do not submit bids until the auction is to take place.

Q. At the time that you submitted your bid, was there any time requirement as to when logging had to be commenced on that Cho-Ho property?

A. Yes.

Q. What date did logging have to be commenced on that Cho-Ho property?



(Deposition of Jack Crawford.)

A. Well, it had to be out by December the 15th, 1957.

Q. Under what arrangement were you logging that? Were you logging it for someone else or for yourself?

A. I was logging it for myself.

Q. For later sale at a mill, is that correct? [55]

A. Yes.

Q. Did you have commitments from any mills for purchase of the Cho-Ho logs at the time that you purchased the timber? A. No.

Q. Were you the only bidder on the Cho-Ho property? A. No.

Q. There were others? A. Yes.

Q. Did Mr. Cameron engage in the Cho-Ho logging operation with you? A. No.

Q. Did he join in the bid with you?

A. No.

Q. Do you recall what the price of that Cho-Ho purchase was? A. The total price?

Q. Yes, what you paid for it.

A. It was \$24.95, including the road.

Q. Per thousand? A. Per thousand.

Q. That is what you actually paid the government for it? A. Yes.

Q. Was the overall operation a profitable one so far as you were concerned? A. Yes.

Q. In other words, you made money on the Cho-Ho operation? A. Yes. [56]

Q. Do you know how much?

A. Not right now.

(Deposition of Jack Crawford.)

Q. Approximately how much?

A. Approximately \$10,000.

Q. Looking at your complaint in this case, Mr. Crawford, you have alleged that you and Mr. Cameron were damaged in the amount of \$18,000 in this matter. Can you tell me how you arrived at that figure or any other figure as damage in this case?

A. Well, that is the amount of money that we figure we would have netted off of the sale together.

Q. Well, just tell me, if you will, how you computed that net.

A. Well, on previous sales that I have had myself on the same amount of footage and price.

Q. I mean what items did you take into consideration or you took into consideration with regard to this particular tract.

A. Well, we had figured out just what we could do it for.

Q. How did you figure it out? Just go through it, if you will.

A. We had falling-bucking costs at \$3, the hauling costs at \$9, and the yarding and loading at \$7.

Q. Did those figures include anything for your own time?

A. Well, they would include our time. That is what we figured we could do the job for and make money.

Q. No, I mean your own personal time. Did those figures which you have just enumerated include any element of compensation to you at all, or were they just cost figures? [57]



(Deposition of Jack Crawford.)

A. Those were cost figures.

Q. Are those all of the items that you figured into your costs?

A. We figured the road cost.

Q. How much was that?

A. A dollar a thousand.

Q. And other than those items, were there any other items that you figured in?

A. That is all that I can recall right now.

Q. What quantity of timber was the \$18,000 figure which you have computed based upon?

A. What quality?

Q. Quantity. A. Quantity?

Q. Yes. A. 3,000,000 feet.

Q. And these amounts that you have talked about, items of cost for bucking and felling, hauling and the like, those are in dollars on a basis of per thousand board feet, aren't they? A. Yes.

Q. Mr. Crawford, on this Cho-Ho operation, can you tell me what equipment you employed on that operation? A. D-6 cat and portable loader.

Q. And that was all?

A. Power equipment, power saws, pickup.

Q. Was that all the equipment that you had at that time? [58] A. Yes.

Q. How large a crew? How many persons did you have in your crew on the Cho-Ho job?

A. I had two part time and one most of the time.

Q. And yourself?

(Deposition of Jack Crawford.)

A. Yes. That doesn't count the truck driver. That is just on the job.

Q. Have you ever actually logged for Vancouver Plywood Company? A. No.

Mr. Higgins: Mr. Crawford, in a deposition such as this in Federal Court, under the Federal procedure you have to be expressly asked as a part of your deposition whether you care to waive the reading of the deposition and the signing of the deposition. Do you care to waive that?

A. Yes.

Mr. Higgins: That is all.

Mr. Murphy: I don't have any questions. [59]

### ROBERT N. CAMERON

one of the plaintiffs herein, was produced as an adverse witness in behalf of defendant, and, having been first duly sworn by the Notary, was examined and testified as follows:

#### Direct Examination

Q. (By Mr. Higgins): Would you state your full name, please?

A. Robert Norman Cameron. [60]

\* \* \* \* \*

Q. What is your occupation?

A. Contract logger. [61]

\* \* \* \* \*

Q. Will you tell me, Mr. Cameron, what your first contact was with the property which is described in your complaint in this case?

(Deposition of Robert N. Cameron.)

A. My first contact with the property?

Q. Itself, yes.

A. I went and looked at the sale, cruised the timber.

Q. What do you mean when you say you went and looked at the sale?

A. I went up to look at the sale and cruise it.

Q. By "look at the sale," do you mean look at the property?      A. Look at the property.

Q. How did it come to your attention that the timber was for [64] sale?

A. Through an O. & C. advertisement.

Q. How did you come into contact with Mr. Crawford regarding the property?

A. I have known Mr. Crawford for some time and I wanted Mr. Crawford's opinion of the timber. [65]

\* \* \* \* \*

Q. Did you have any discussion regarding any distribution of the monies which would be received?

A. We were to split on them. We were going into it as a fifty-fifty deal.

Q. That is, on the overall tract each one of you would receive half of any net profits that came from the overall sale? [71]

\* \* \* \* \*

Q. And do you know how much money you and Mr. Crawford were in a position to commit to this operation at the time that you were discussing it?

A. Yes, approximately.

Q. And how much was that?

(Deposition of Robert N. Cameron.)

A. Six thousand dollars.

Q. Was that shared equally between you?

A. Yes.

Q. Was that money which each of you had at that time or was it money which you could borrow?

A. It was money that we had at that time or could have borrowed. [78]

\* \* \* \* \*

Q. Tell me, if you will, your next contact or what next contact you had with regard to this timber?

A. I contacted Mr. Crawford after he talked with Vancouver Plywood determining the price that they would pay to log the timber.

Q. Was this, again, a telephone conversation?

A. Yes, I believe at that time it was.

Q. How long was it after your last conversation with him? A. I believe it was the next day.

Q. And what did this particular telephone conversation involve?

A. They preferred to have us log on a contract price.

Q. Did he state that to you? A. Yes.

Q. Did he tell you what the price was? [79]

A. Yes, \$29. [80]

\* \* \* \* \*

Q. All right, then, going back to the last discussion that you had with Mr. Crawford in which you discussed that Vancouver had not as yet purchased it, tell me what your next contact was.

A. We discussed whether Vancouver Plywood

(Deposition of Robert N. Cameron.)

was going to purchase the sale, and if they wasn't going to purchase the sale, that we were going to purchase it ourselves.

Q. When did this discussion take place?

A. Approximately July 15th, I assume.

Q. And where did it take place?

A. In Roseburg.

Q. Where in Roseburg?

A. At my home.

Q. Do you remember what day of the week it was?

A. No, I don't.

Q. Who was present during the discussion?

A. Myself and Jack Crawford.

Q. And you say at that time you discussed between yourselves [83] the proposition that if Vancouver Plywood was not going to purchase the timber, you were going to purchase it, is that right?

A. That is correct.

Q. Then at that time, and you believe that it was approximately July 15th, you didn't know, or better, you thought that Vancouver had not submitted any bid on the timber, is that right?

A. No, I didn't know at that time whether they had submitted a bid or not.

Q. Well, you thought that they had not?

A. I thought that they had not, right.

Q. And Mr. Crawford didn't tell you that they had, did he?

A. No, he did not.

Q. You say you discussed between yourselves the idea of submitting a bid yourselves?

A. Yes.



(Deposition of Robert N. Cameron.)

Q. Tell me what your discussion in that regard consisted of.

A. We discussed that if Vancouver Plywood wasn't interested in the sale, that we were going to submit our own bid.

Q. Did you make arrangements between yourselves to submit a bid on that day? A. Yes.

Q. What were those arrangements?

A. We talked about it and then if Vancouver didn't submit a bid in a day or two, that we would go ahead and submit our bid.

Q. Did you discuss what figure you would bid it? [84] A. Yes.

Q. What was that?

A. The appraised price.

Q. And in connection with submitting a bid, it is my understanding that a deposit was required.

A. That is correct.

Q. Do you know what the amount of the required deposit was? A. Yes.

Q. What was that? A. \$5,700.

Q. Did you discuss how you would make up that deposit as between yourselves?

A. Yes, we would both share equally on it.

Q. Was that everything that was discussed regarding this timber deal at that meeting?

A. We discussed whether Vancouver Plywood was interested. If they were not interested, we would submit our own bid.

Q. Well, you mentioned that. A. Yes.

Q. Other than that and other than what you

(Deposition of Robert N. Cameron.)

have just told me here, was there anything else discussed on that occasion that we are talking about at your home regarding this timber?      A. No.

Q. What was the next contact you had with anyone regarding the timber? [85]

A. With Jack Crawford on July 15th or 16th, the next day following this last get-together. We discussed going down and submitting our bid.

Q. How did that discussion take place? Was it in person or——

A. No, it was by telephone.

Q. Did you ask Jack Crawford whether Vancouver Plywood Company had submitted any bid up until that time?

A. None that he knew of.

Q. No, but did you ask him?      A. Yes.

Q. And he said——

A. Not so far as he knew.

Q. You say you discussed, then, submitting a bid yourselves?      A. Yes.

Q. Did you make arrangements to meet to submit a bid?      A. That is correct.

Q. Was that all the discussion you had at that time?      A. Yes, that is correct.

Q. To your knowledge up to that time Vancouver Plywood Company had not submitted any bid on the purchase of this?

A. Not to my knowledge.

Q. What was your next contact with regard to the timber?

A. We entered a bid at the O. & C. office.

(Deposition of Robert N. Cameron.)

Q. You and Mr. Crawford met somewhere?

A. Yes, in Roseburg. [86]

Q. Where? A. At the O. & C. office.

Q. You just arranged to meet right there at the office?

A. To my knowledge, yes.

Q. And you went into the office together, did you?

A. Yes.

Q. And you entered a bid?

A. That is right.

Q. Do you remember when that was? [87]

\* \* \* \* \*

Q. When did you first learn that Vancouver Plywood Company had submitted a bid on this purchase?

A. At the O. & C. office.

Q. Who told you that the Vancouver Plywood——

A. The girl that took our checks.

Q. Was it at the time she took your check or before or after?

A. Shortly after. [88]

\* \* \* \* \*

Q. Did you and Mr. Crawford discuss the matter any further after you were advised that Vancouver Plywood had submitted a bid?

A. Yes, that we would contact Vancouver Plywood to see if they were definitely interested, that we weren't going to offer any competition if they wanted the sale.

Q. At that time did you know the amount of Vancouver Plywood Company's bid?

A. No, I did not.

Q. And you say you and Mr. Crawford discussed the idea that you would contact Vancouver

(Deposition of Robert N. Cameron.)

Plywood Company?           A. Yes.

Q. What was the next contact you had with this matter?

A. Mr. Crawford called me within a couple of days, stating that Mr. Smith had contacted him.

Q. And what did he tell you about it?

A. That they were interested in the sale and that if we were [90] interested in logging the timber, which we were, that they wanted to go ahead and purchase the sale and we would meet at the sale the next sale date.

Q. When you and Mr. Crawford discussed the matter of contacting Vancouver Plywood just after you learned that Vancouver Plywood had submitted a bid, was it agreed between you as to who would contact Vancouver Plywood?           A. No.

Q. Were you going to contact Vancouver Plywood or was he going to contact them, or both of you? You don't know or——

A. No, I don't remember.

Q. Do you know when I am talking about? This was just after you submitted your bid and after you were told that Vancouver had submitted a bid. But, in any event, sometime later Mr. Crawford called you and told you that Vancouver Plywood had contacted him about it, is that right?

A. Yes, that is right.

Q. Tell me what further contact you had with the matter.

A. At the sale date; at the sale.

Q. Between the last conversation that you had



(Deposition of Robert N. Cameron.)

with Mr. Crawford when he advised you that Vancouver Plywood had contacted him regarding the purchase, you didn't have any further contact with Mr. Crawford or anybody else until the sale date?

A. No, not to my knowledge.

Q. Tell me what your contact on the sale date consisted of. [91]

A. We withdrew our bid. Mr. Crawford withdrew the bid. I got there a little late and then we talked with Mr. Smith about logging it and when he wished to start.

Q. You arrived at the sale a little bit late?

A. That is right.

Q. Did you go into the sale itself?

A. Not at the time of the sale.

Q. Was the sale still going on when you arrived? A. No.

Q. It was all over when you arrived?

A. Yes.

Q. With regard to the date of the sale when was it that Mr. Crawford called you or contacted you and said that Vancouver had contacted him?

A. The day before the sale.

Q. The day before. What was it, again, that he told you about Vancouver Plywood Company contacting him?

A. That they were interested in the sale.

Q. You mean they were interested in purchasing it? A. Yes, that is right.

Q. And what else did he say about it, if anything?



(Deposition of Robert N. Cameron.)

A. Other than that we would have to get together or raise the price of the—if we wanted to buy it, we could raise the price and buy it.

Q. Did you say anything to him about it? [92]

A. Just that if Vancouver Plywood was interested, that we were working with Vancouver Plywood. They could purchase the sale.

Q. You said to him that if Vancouver Plywood wanted to purchase it, they could purchase it?

A. Yes.

Q. Was it your understanding at that time that if Vancouver Plywood Company did purchase it, you had an agreement with Vancouver Plywood Company to log it. Is that it?

A. That is right.

Q. And this was a discussion which you and Mr. Crawford had the day before the sale itself?

A. Yes. I believe that is right. It was approximately that time.

Q. And was this a telephone conversation?

A. Yes.

Q. At the time that you and Mr. Crawford submitted your bid for the purchase of this timber, where did you contemplate that you would get the money required to purchase the timber?

A. I was going to secure a small loan.

Q. What do you mean?

A. Well, at that time to my knowledge we didn't actually discuss it, I don't believe, at that time.

Q. It is my understanding of your testimony, Mr. Cameron, that it would have taken at least

(Deposition of Robert N. Cameron.)

\$44,000 in financial assistance to see you through the purchase of this timber. Is that correct?

A. No, that is not correct. [93]

Q. Will you tell me this: At the time you submitted your bid, would you have required financial assistance had you been awarded the bid to complete the purchase? A. Yes.

Q. And financial assistance in the amount of how much money? A. That is right.

Q. No, how much money, I say, would you have needed by way of financial assistance to go ahead with the purchase?

A. Approximately \$20,000.

Q. Twenty thousand dollars. At the time you submitted your bid, were you in a position to obtain the \$20,000 necessary to go ahead with the contract in the event you were awarded it? A. Yes.

Q. And how were you in such a position? Where were you going to obtain the funds?

A. We had an interested party.

Q. When you mentioned a moment ago that you were going to obtain a small loan, what did you mean by that?

A. Well, actually we had an interested party.

Q. Who was the interested party?

A. Another sawmill.

Q. Pardon? A. A sawmill.

Q. What sawmill?

A. Mt. June Lumber Company. [94]

Q. Who runs the Mt. June Lumber Company? Is that a person or a corporation?

(Deposition of Robert N. Cameron.)

A. I don't know.

Q. Did you personally have any contact with the Mt. June Lumber Company regarding this particular deal, that is, giving you financial assistance on this contract?

A. No, I did not.

Q. Who had, to your knowledge?

A. I believe Jack Crawford had contacted them.

Q. Did he state to you that he had contacted the Mt. June Lumber Company?

A. Yes, that he had talked with them.

Q. Just tell me what he told you about his contact with the Mt. June Lumber Company in this connection.

A. That we probably could secure backing to purchase the timber.

Q. Did he tell you that he had any commitment from the Mt. June Lumber Company?

A. No, he didn't have no commitment.

Q. As I understand it, when you submitted your bid on this purchase, it was your understanding that you and Mr. Crawford, bidding together, were the only bidders for the timber, is that right?

A. That is right.

Q. And at that time to your knowledge you didn't have any more commitment than what you have just told me about it, the Mt. June [95] Lumber Company——

A. Yes, that is right.

Q. ——for the purchase in the event you got the bid?

A. That is correct.

Q. And it was just what Mr. Crawford told you about the Mt. June Lumber Company?

(Deposition of Robert N. Cameron.)

A. Yes.

Q. And have you told me everything that he told you about the Mt. June Lumber Company in connection with this transaction?

A. Yes, to my knowledge.

Q. You don't know the identity of any person connected with the Mt. June Lumber Company to whom he talked or that he told you he talked to?

A. No, I do not.

Q. I understand your testimony to be that you had some contact with Mr. Crawford, and I think you said Mr. Smith, following the sale date.

A. Yes.

Q. Where did that discussion take place?

A. In front of the O. & C. office.

Q. Would you tell me what that discussion was about?

A. As to the date we were to start logging the timber and the price that we had agreed upon.

Q. What date was set?

A. Approximately thirty days. [96]

Q. And what price?

A. Twenty-nine dollars a thousand.

Q. And who said that? A. Bill Smith.

Q. Was there anything else discussed about the logging itself at that time?

A. None other than—no, there was not.

Q. The only two things that were discussed were the price of \$29 and the date approximately thirty days later, is that correct?

A. That is correct, and of course we discussed a



(Deposition of Robert N. Cameron.)

certain amount of how we were going to log the timber.

Q. Tell me, if you will, everything that was said about the logging operation while Mr. Smith was there.

A. He specified that he would like to receive seventy thousand a day if we started logging the tract.

Q. Anything else?

A. And he would like to log it as soon as possible after we started in, as rapidly as possible.

Q. Was that all that was said?

A. That is all that was said at that time, yes.

Q. Now, with regard to the conversation or conversations which you had with Mr. Crawford regarding the Mt. June Lumber Company, when did those take place?

A. Oh, after our first meeting, after looking the sale over with [97] Mr. Crawford.

Q. Well, was there more than one conversation about the Mt. June Lumber Company?

A. No, not that I remember.

Q. And that was sometime after you first looked the property over with Mr. Crawford?

A. Yes.

Q. Was it shortly after?

A. Shortly after, yes.

Q. I mean one of those discussions that you had there within the week or so after you were up there?

A. That is right.

Q. Now, during this time from June 1, 1957 up



(Deposition of Robert N. Cameron.)

through July 17, 1957, were you engaged in logging operations yourself, that is, were you actually working any logging operation?

A. Prior to what date?

Q. No, between July 1st and July 17th.

A. No, I was not.

Q. You weren't working at all? A. No.

Q. Have you worked at any logging operations since July 17, 1957? A. Yes, I have.

Q. Where was that?

A. In the Roseburg area.

Q. More than one? [98] A. Yes.

Q. Working them for yourself or for someone else?

A. Small contracts for another company.

Q. A number of them or just—

A. Two.

Q. And for what company?

A. Hull Lumber Company and Mt. Bette Lumber Company.

Q. Were they on a contract logging basis?

A. Yes.

Q. Approximately how many thousand board feet did both of those jobs, or the total of those two jobs, involve? A. 400,000 board feet.

Q. And how long a period of time did it take you, actual working time, to perform the two?

A. About three weeks.

Q. That is the total of the two?

A. Approximately, yes.

Q. Are you engaged in any logging operation at

(Deposition of Robert N. Cameron.)

the present time?           A. Yes, I am.

Q. When did you start that?

A. Last Monday. What day was that?

Q. Is that a large operation?

A. No, it is a small operation.

Q. Involving how many thousand board feet?

A. 400,000 board feet. [99]

Q. And those three are all of the logging operations that you have been in since July 17, 1957?

A. That is correct.

Q. In your complaint in this case, Mr. Cameron, you have alleged damage in the amount of \$18,000. Can you tell me how that amount or any amount was computed as damage?

A. That is the amount that we should have made on the contract price of logging that tract of timber.

Q. How do you actually compute that?

A. The net profit.

Q. Is that net profit per so many thousand board feet?           A. Yes.

Q. How much net profit per thousand board feet, do you know?

A. Six dollars a thousand.

Q. After July 17, 1957 did you have any further contact with Vancouver Plywood or anyone else in connection with this transaction?

A. Yes, I contacted Mr. Smith.

Q. Pardon?

A. Yes, I contacted Mr. Smith.

Q. When was that?

(Deposition of Robert N. Cameron.)

A. Approximately a week after the sale date.

Q. What was the occasion of contacting Mr. Smith?

A. I understood that he had a logger in the tract of timber, in the southern area of the tract that they purchased. [100]

Q. How did you come to that understanding?

A. I was told by a friend of mine that there was a logger logging in that area for Vancouver Plywood.

Q. Who was it that told you?

A. Kenneth Kettleson.

Q. Do you know where he lives?

A. Yes, I do.

Q. Where? A. In the Dillard area.

Q. Where? A. In Dillard, Oregon.

Q. Just going back one little bit, to your knowledge did Mr. Crawford make any bid at the sale?

A. Not to my knowledge.

Q. Let me ask you one other thing: What was the contract rate at which you worked these Hul Lumber and Mt. Bette Lumber Company jobs?

A. Twenty-nine and thirty dollars a thousand.

Q. And how about your present project? What is the rate of that?

A. I purchased the timber myself.

Q. Tell me what happened when you contacted Mr. Smith.

A. He said that he was not interested in taking any logs off the sale yet for a few days.

Q. He said what?

(Deposition of Robert N. Cameron.)

A. He was not interested in taking the logs from the sale for [101] at least a few more days.

Q. Did you tell him that you had information that someone else was working it?

A. No, I did not.

Q. What did you say when you called him? You just asked him when he wanted you to start?

A. That is correct.

Q. Tell me what contact you had next with regard to this matter.

A. With this man?

Q. No, with regard to the matter of this timber.

A. I contacted—Mr. Crawford and I contacted Mr. Plummer in Vancouver, Washington.

Q. As I understand it, you got some information that there was a logger working on the tract. You called Mr. Smith but you didn't tell him that you had that information; you just asked him when he wanted you to start logging and he said that he wasn't interested in starting for a few more days. Is that right?

A. That is right.

Q. And then you had contact with Mr. Crawford?

A. Yes.

Q. What did you say to Mr. Crawford?

A. I told him that I understood that Vancouver Plywood had a logger in that area logging that tract of timber.

Q. What did he say to you?

A. He didn't hardly think it was possible. [102]

Q. Do you know when it was with regard to the sale date that you talked to Mr. Smith, how much time elapsed?

A. From the sale date?



(Deposition of Robert N. Cameron.)

Q. Yes. A. I don't remember exactly.

Q. Just approximately.

A. A week or ten days.

Q. Was it very shortly after that that you called Mr. Crawford?

A. Yes, very shortly after that.

Q. And then you say you had some contact with Mr. Plummer? A. Yes.

Q. What did that contact consist of? A telephone call? A. No, a personal call.

Q. Where did that take place?

A. In Vancouver, Washington.

Q. Who was there?

A. Mr. Plummer, myself and Mr. Crawford.

Q. Did you and Mr. Crawford make some arrangements in your telephone call to meet and go up there? Was that it? A. That is right.

Q. As I understand it, at the time you got up to Vancouver, you didn't have any more information about any logging operation on this tract other than what your friend had told you.

A. I had driven up there and seen that he was logging it.

Q. Did you have any conversation with the logger whom you saw [103] there on the site?

A. No, I did not.

Q. None at all? A. No.

Q. Was that before you called Mr. Crawford or after?

A. That was before I called Mr. Crawford.



(Deposition of Robert N. Cameron.)

Q. Tell me just what happened when you and Mr. Crawford went up to see Mr. Plummer.

A. We discussed with Mr. Plummer as to who was going to log the sale. He apparently wasn't aware of who was going to log the sale except that he understood that perhaps Mr. Nygard would log the sale.

Q. Did you say anything to Mr. Plummer about having any agreement to log it?

A. Yes, I did.

Q. What was it that you said to him?

A. That we had agreed upon logging it for Vancouver Plywood and they had agreed definitely that we were to log the timber.

Q. And what did he say about that?

A. That he would investigate the thing and contact us later.

Q. What was your next contact with the matter at all?

A. We talked with Mr. Smith coming back from Vancouver, Washington.

Q. Where was that?

A. In Mr. Smith's home.

Q. Just tell me what that discussion was. [104]

A. Asked him why Mr. Nygard was logging the sale and why we wasn't given the opportunity to log it.

Q. What, if anything, did he say?

A. It was just one of those deals where he had to put another logger in there, that we certainly had all the rights in the world to log it, that we

(Deposition of Robert N. Cameron.)

should be compensated in some way, he didn't know how.

Q. Was there anything else said at that time?

A. No.

Q. What was your next contact with this matter at all?      A. We talked to our attorney.

Q. From that time on you haven't had any further contact with Vancouver Plywood regarding the matter?      A. No, I have not.

Q. Did Mr. Smith give you any reason in this conversation as to why he was having another logger in the area?

A. He mentioned that Mr. Nygard was the logger for them, that he was logging high-priced timber and they didn't want to shut him down.

Q. There are just one or two other questions, Mr. Cameron. It is my understanding of your testimony that you and Mr. Crawford agreed early in this matter when you were looking at the property that each of you would separately log approximately one-half of the property and that each of you would receive the money which was coming from the timber which you actually logged yourself. [105] Is that right?

A. Yes, approximately.

Q. That is, insofar as money which you received, there would be no splitting of that money. When you delivered logs and were paid for them, that would be your money and you wouldn't split that with Mr. Crawford. Is that right?

(Deposition of Robert N. Cameron.)

A. Well, we agreed to work on the timber on a fifty-fifty proposition.

Q. That is what I am saying. You were splitting the standing timber, each to take half?

A. That was our agreement at that time.

Q. But once you did your half of the timber, who was——

A. We would work together on the whole thing. In the event that one of us had to have help here and there on the deal, it was actually a fifty-fifty proposition.

Q. Then one other question: At the time that you were advised by the girl in the O. & C. office that Vancouver Plywood Company had submitted a bid, it was your understanding that you at that time had an agreement with Vancouver Plywood Company that you were to do that logging for them. Is that correct?

A. Yes, in the event they purchased the sale.

Q. Well, what I am saying to you is this: The minute that you learned that Vancouver Plywood Company had submitted a bid, you understood that you were to do the logging for them. Is that right?

A. Yes, if they were the successful bidders.

Q. Well, you weren't going to bid against them, were you?

A. We were going to bid the appraised price. We didn't think that the timber was valuable enough to raise it over the appraised price.

Q. Let me ask you this: Vancouver Plywood, having bid on this, necessarily had to bid at least

(Deposition of Robert N. Cameron.)

the appraised price?           A. That is correct.

Q. Did you plan to compete with Vancouver Plywood Company at all in bidding?

A. No, not after we had found that they were interested in the sale, that they were going to buy the sale after they had entered a bid.

Q. So isn't it a fair statement, then, Mr. Cameron, that once you found out that Vancouver Plywood Company had submitted a bid, it was your understanding that you were going to withdraw your bid because you had Vancouver's agreement that you would do the logging for them?

A. Yes, that is right.

Mr. Higgins: That is all.

Mr. Murphy: That is all.

Mr. Higgins: Mr. Cameron, in a deposition such as this in the Federal Court, under the Federal procedure you have to expressly waive, if you wish to, your right to read and sign this deposition before it is filed as a part of the case. I am going to ask you now whether you do waive your right to read and sign [107] this before it is filed.

A. Yes.

Mr. Higgins: Yes, you do waive it?

A. Yes.

Mr. Higgins: Thank you very much. [108]

[Endorsed]: Filed January 15, 1958.



[Title of District Court and Cause.]

DEPOSITION OF WILLIAM C. SMITH

Taken in behalf of Plaintiffs.

Be It Remembered, That, pursuant to the stipulation of counsel for the respective parties herein-after set forth, the deposition of William C. Smith, an employee of defendant corporation, was taken as a discovery deposition in behalf of plaintiffs before Mary Wakefield, a Notary Public for Oregon and an Official Reporter of the Circuit Court of the State of Oregon for the County of Multnomah, on Friday, December 20, 1957, beginning at the hour of 5:20 p.m. at the law offices of Messrs. Black, Kendall & Tremaine, 1200 Cascade Building, Portland, Oregon. [1]

\* \* \* \* \*

WILLIAM C. SMITH

an employee of defendant corporation, was produced as an adverse witness in behalf of plaintiffs, and, having been first duly sworn by the Notary, was examined and testified as follows:

Direct Examination

Q. (By Mr. Murphy): Would you state your name, please? A. William C. Smith.

Q. By whom are you employed?

A. Vancouver Plywood.

Q. How long have you been employed by Vancouver Plywood?

A. Three years this time. I have been employed previously by them, too.



(Deposition of William C. Smith.)

Q. What business is Vancouver Plywood Corporation engaged in?

A. In the manufacture of veneer and selling of plywood.

Q. What manufacturing plants do they have?

A. They have a veneer plant in Springfield, Oregon.

Q. Do they have any other plants?

A. No.

Q. Where is their head office?

A. In Vancouver, Washington.

Q. Who are the officers of Vancouver Plywood Corporation?

A. Mr. Frost Snyder is the president.

Q. Would you give us the names of the other officers?

A. Vice-president William Kilworth. [3]

Q. Who are the other officers?

A. The secretary is Mr. Calvin Perry.

Q. Who are the other officers?

A. That is the only officers I know.

Q. What position does Mr. Plummer hold in connection with that organization?

A. He is now the general manager.

Q. Of the entire operation?

A. Of Vancouver Plywood, yes.

Q. You say you worked for Vancouver Plywood for three years. Have you held the same job during all that time?

A. No.

Q. When you first went to work for them what was your occupation?

(Deposition of William C. Smith.)

A. As a field representative.

Q. What was the job? What were the functions of a field representative?

A. To oversee the woods operation of contract loggers that they had out doing various jobs.

Q. Did you make contracts with the contract loggers? A. No.

Q. That would have been all you would do is just oversee the operations of the contract loggers?

A. It is a Forest Service regulation that a man be on the job.

Q. Do you still have that job?

A. No. [4]

Q. What job do you hold now? A. Now?

Q. Yes. A. I am logging manager now.

Q. How long have you been logging manager?

A. About sixty-five days.

Q. Do you remember approximately the date you were appointed logging manager?

A. No.

Q. Before being appointed logging manager, what was your job?

A. I was assistant to the logging manager.

Q. Who was the logging manager?

A. Mr. Plummer.

Q. Where was Mr. Plummer located?

A. In the Vancouver office.

Q. And where were you located?

A. I was in the Springfield area.

Q. What was your job as assistant logging manager?

(Deposition of William C. Smith.)

A. I assisted the logging manager in the logging operations that we had.

Q. What does the logging manager do? Just tell us generally what is his job. Does he buy logs?

A. He does.

Q. Does he bid on timber sales?

A. Yes. [5]

Q. Does he enter into contracts with contract loggers to log timber that Vancouver Plywood Company has purchased? A. Yes.

Q. What business is there being conducted in Vancouver itself? Do you have a Vancouver woods operation up there? Do you buy timber up in Washington? A. No.

Q. What is the source of your timber?

A. Well, we have the Mount Hood National Forest and Willamette National Forest principally.

Q. Is that the only source of your timber?

A. Besides another government agency, which would be O. & C.

Q. And all that timber goes into Springfield, does it? A. No.

Q. Where does it go?

A. To the river, Columbia River dumps.

Q. Then where does it go?

A. It is sold to various plywood plants or saw-mills.

Q. In other words, part of your business is actually buying timber or logs, which are, in turn, resold to other plywood plants, is that correct?

(Deposition of William C. Smith.)

A. Yes.

Q. Who handles that phase of the business or who handled it last summer, in July of last year?

A. Mr. Plummer. [6]

Q. What phase of the business did you handle in July of last year?

A. I was assistant to him.

Q. What authority did Mr. Plummer give to you, if any?

A. I had no authority except to negotiate, and it was all up to his final approval.

Q. You had no authority to purchase timber?

A. Not without first his approval.

Q. If a logger came to you and wanted to sell some logs, did you have any authority to buy logs from him on your own?

A. Yes, at a set market price.

Q. Did you have any authority to enter into contracts with gyppo loggers for the logging of timber?

A. No.

Q. You had no authority?

A. No.

Q. Did you ever enter into any contracts with any gyppo loggers in July of 1957 for the logging of any timber, you personally, on behalf of Vancouver Plywood Corporation?

A. No.

Q. Didn't you in fact enter into a contract with Mr. Nygard to log certain timber in Douglas County?

A. No.

Q. You say you were appointed general logging manager sixty-five days ago? [7]

A. No, I was appointed logging manager.



(Deposition of William C. Smith.)

Q. Who appointed you logging manager?

A. Mr. Plummer.

Q. In what respect did that change the duties of your office?

A. Well, it gave me the authority to negotiate with the loggers on the contracts.

Q. But before sixty-five days ago you had no such authority? A. No.

Q. Was that appointment as logging manager in writing to you? A. No.

Q. It was just oral, just verbal? A. Yes.

Q. Sixty-five days ago Mr. Plummer said, "You are now logging manager," is that right?

A. Yes.

Q. He didn't write you a letter? A. No.

Q. Was there anything of writing made anywhere or any memorial of that appointment?

A. No.

Q. Did you have any increase in salary?

A. No.

Q. Did that change the location of your office in any respect?

A. Yes. I spend more time in Vancouver now than I previously did.

Q. Previously Mr. Plummer handled the operation in Vancouver [8] and you stayed pretty much down in Springfield, is that correct?

A. Springfield and Mill City, yes.

Q. But now you spend more time in Vancouver?

A. Than I previously did, yes.

Q. Who is handling the job of assistant man



(Deposition of William C. Smith.)

Q. What job is Mr. Plummer now handling?  
A. No one.

Q. What job is Mr. Plummer now handling?

A. As I previously stated, he is the general manager of Vancouver Plywood.

Q. Before this delegation to you of additional authority sixty-five days ago, you had to refer everything back to Mr. Plummer, is that correct?

A. Yes.

Q. How did it happen that there was a change made in the scope of your authority sixty-five days ago?

A. Principally because Mr. Plummer was made general manager, which necessitated someone else assuming the administration duties of the logging department.

Q. When was Mr. Plummer made general manager?  
A. I couldn't answer that.

Q. Was it more than sixty-five days ago?

A. He was acting before then. I wouldn't know when he was appointed general manager.

Q. Approximately when was Mr. Plummer made general manager?

A. Approximately around the 1st of September.

Q. When did you first discuss with Mr. Crawford or Mr. Cameron the possible purchase of this timber, or discuss this timber generally?

A. With Mr. Crawford I discussed it approximately around the 24th or 25th of June.

Q. And what did you say to Mr. Crawford and what did he say to you at that time?

A. He inquired whether we was interested in

(Deposition of William C. Smith.)

buying timber and I stated, "Yes," and he brought up the subject of a piece of timber which is located in Douglas County, which I told him we were looking at. He talked along the lines of a financial arrangement and I told him we would not be interested in financing a logger, that we would buy it if it was of value and put a contract out on it.

Q. Now, you say that you were looking at that particular timber at the time Mr. Crawford came to see you?

A. On the 24th day of June.

Q. Did you make a memorandum of that in your records? A. Yes.

Q. Where did you make a memorandum of that conversation?

A. What I had to go on the exact date is our engineer's field report, the day that he commenced cruising that piece of timber.

Q. Was that on the 24th day of June?

A. 24th day of June.

Q. Was that the day that Mr. Crawford talked to you about that [10] piece of timber?

A. I wouldn't say that.

Q. Before Mr. Crawford saw you, did you know about this timber that is the subject of this litigation? A. Yes.

Q. How did you acquire that information?

A. Like any lumber firm we receive an advertisement originally of the sale, and then when it is sold we receive another advertisement.

(Deposition of William C. Smith.)

Q. When did you receive that advertisement the first time?

A. We never received it. We picket it up.

Q. When did you pick it up?

A. The 1st of June.

Q. Where did you pick it up? In what office?

A. I myself did not pick it up. I had it picked up.

Q. Who picked it up?

A. Mr. Teander Olsen.

Q. Is he in your employ?

A. Yes, he works for Vancouver Plywood.

Q. In what capacity?

A. He is cruiser and manager.

Q. And you say that you had a cruise made of that timber when?

A. He started cruising it on June 24th.

Q. And that was the day after you talked to Mr. Crawford, is that correct? [11]

A. I didn't say that. I wouldn't pin point the date that I talked to Mr. Crawford.

Q. It was after?

A. It was right close together there.

Q. Was it before or after you talked to Mr. Crawford?

A. We had started cruising. I had not cruised when I talked to Mr. Crawford, no.

Q. And you commenced cruising after you talked to Mr. Crawford? A. No.

Q. You had commenced cruising?

(Deposition of William C. Smith.)

A. Yes, we had commenced cruising on the 24th day of June.

Q. And was that before or after you talked to Mr. Crawford?

A. I talked to Mr. Crawford several times.

Q. When was the first time you talked to Mr. Crawford?

A. I cannot recall the exact date.

Q. Was it before or after the 24th day of June, 1957?      A. It was before.

Q. How long before?      A. Possibly a week.

Q. The first meeting you had with Mr. Crawford, did he tell you whether or not he had cruised the timber?

A. Not at that time; not at the first meeting, no.

Q. When did you have the second meeting with Mr. Crawford?

A. We didn't have a meeting. We run into each other.

Q. When did you run into each other? [12]

A. It was sometime after the 24th day of June.

Q. What was said at that meeting?

A. He stated at the time that he had looked at the piece of timber or had looked at part of it, and he knew the sale.

Q. What was said about him logging it, if anything?

A. Nothing was said about him logging it except that possibly we would be interested in a contract figure for him.



(Deposition of William C. Smith.)

Q. Did you ask for a contract figure for the logging of that timber?

A. Yes, I asked him to submit a figure to us.

Q. Did he at that time? A. No.

Q. Did he ever submit a contract figure to you?

A. Not in writing.

Q. Well, did he ever submit a contract figure orally to you? A. Yes.

Q. When did he do that?

A. As close as I can recall, that would be around June the 26th or 27th.

Q. Why did you want a contract figure for the logging from him?

A. We wanted it to compare against our appraisal to see whether we could afford to bid on the sale, what it would cost us to deliver logs to Springfield.

Q. Did you contemplate employing him to log the timber at the time you asked for a contract price? [13] A. No.

Q. How did you contemplate having the timber logged? By whom?

A. It would be if the timber was of value, it was where we could purchase the sale and come out, we would ask for possibly two or three prices and the low bidder would not constitute the awarding factor to us.

Q. We have talked about two meetings. The first time was a week or so before the 24th of June and then sometime after the 24th of June you just ran into Mr. Crawford, isn't that right?



(Deposition of William C. Smith.)

A. By the term "run into," he was at our plant in Springfield and I arrived at the scene about the same time he did. By the term "run into," that is what I mean. I am generally not there all the time.

Q. It wasn't at that meeting, though, that you got this contract price from him, was it?

A. No.

Q. Was it at that meeting that you asked for the contract price?

A. At the second meeting.

Q. What was the next meeting that you had?

A. We never had a meeting.

Q. You never saw Mr. Crawford again prior to the sale? A. Yes.

Q. Just tell me the next conversation you had with Mr. Crawford or Mr. Cameron regarding this timber.

A. The exact date I cannot recall but Mr. Crawford and I [14] discussed it on the phone. At that time is when he gave me the price that he would log the timber for.

Q. What did you say when he gave you that price?

A. I told him as yet we hadn't computed all of our figures and when we would, I would let him know.

Q. Was there anything further said at that time regarding who would get to log the timber or whether you would buy the timber? A. No.

Q. Did you in fact enter a bid for the timber

(Deposition of William C. Smith.)

for this particular timber that is the subject of this lawsuit?       A. Yes.

Q. When was that bid entered in relation to the date of the sale of the timber?

A. We entered the bid on July 10th and the sale was July 19th.

Q. Have you told me about all the conversations you have had with Mr. Cameron and Mr. Crawford prior to July 10th, that being the date you entered the bid?       A. No.

Q. Were there conversations prior to July 10th that you haven't told me about?

A. There was a conversation with Mr. Crawford at our Springfield plant.

Q. When was that?

A. As close as I can recall, it had been around July the 8th.

Q. What was said at that time? [15]

A. I told him then that we could not afford to buy that sale.

Q. You told him that you couldn't afford to buy it?

A. That is right, because there was a loss.

Q. Because there was a what?

A. There was a loss so far as Vancouver Plywood was concerned.

Q. A loss, what do you mean by that?

A. If we would buy that timber at the appraised price, at the contract figure they had, and log it, we would lose \$10,000 on the sale.

Q. At the contract figure they had?

(Deposition of William C. Smith.)

A. At the contract figure that they would be willing to log the timber for.

Q. You told him that on July 8th?

A. It was that approximate date.

Q. What did he say when you told him that?

A. I can't recall his exact words.

Q. Just tell me the substance of the conversation.

A. The conversation at that time, I am quite sure, turned to some Forest Service timber that he was thinking of purchasing.

Q. On July 8th you told him that you couldn't afford to enter a bid for the timber?

A. Approximately July 8th. Now, that could be—I wouldn't say that it was exactly July the 8th.

Q. You told him you couldn't enter a bid for the timber?      A. No. [16]

Q. What did you tell him?

A. I told him that Vancouver Plywood could not afford to buy that timber at the appraised price, being over-cruised the way it was, and pay a contractor to log it at the figure that he had submitted and come out on it.

Q. Well, there must have been, then, some discussion about a contract between you and he to log that, wasn't there?      A. No.

Q. In other words, on July 8th he just submitted a proposition to you of \$29 a thousand to log it, is that right?

A. Not on July the 8th, no.

(Deposition of William C. Smith.)

Q. Well, sometime prior to July the 8th, and you didn't accept that or reject it at that time?

A. No.

Q. You said you needed two or three more bids, is that it?

Mr. Higgins: Mr. Murphy.

Mr. Murphy: Excuse me.

Mr. Higgins: I don't mean at this point to in any way limit your examination of Mr. Smith and you are entitled to ask him anything you want, but I am going to have to object to continuing leading questions.

Mr. Murphy: I am sorry.

Q. (By Mr. Murphy): Prior to July 8, 1957 did you or did you not tell Mr. Crawford that you would have to get two or three bids? [17]

A. Would you repeat the question, please?

Q. Well, prior to July 8, 1957, I believe your testimony was that Mr. Crawford told you that he would log this timber for \$29 a thousand, is that correct?

A. No.

Q. He didn't tell you that he would log it for \$29 a thousand?

A. No, he told me he would log it for \$29.50.

Q. At that time am I correct in stating that you told him you would have to get two or three other bids?

A. At that time when he submitted the bid to us—or he didn't submit it—over the phone—he told me what he would be willing to log it for. At that time I told him we hadn't computed all



(Deposition of William C. Smith.)

of our figures on it and that we would have to look at it some more.

Q. O.K. Then you had this conversation on July 8th that you just testified to. Now, have you told us all that you can recall about that conversation? Why did you call Mr. Crawford up and tell him that you couldn't come out on his bid of \$29 a thousand? Why did you want to let him know that?

A. I didn't call him up. He came to our plant in Springfield.

Q. What did you say when you told him that?

A. As I previously stated, I can't recall his exact statements at that time.

Q. Well, in general what did you say? Did you tell him you were going to go ahead and make a bid for this timber? [18] A. No.

Q. Did you tell him that you decided not to bid in the timber? A. No, I told him——

Q. What did you tell him about your plans?

A. I didn't tell him anything about our plans.

Q. Did he ask you about your plans——

A. No.

Q. ——to bid the timber? Was there any discussion at that time about a contemplated future bid on this timber by Vancouver Plywood Corporation? A. No.

Q. You have testified to everything that you can remember regarding this conversation of July 8th have you?

A. Everything that I can recall as of now.



(Deposition of William C. Smith.)

Q. Would there be any memorandum or writing or anything else that would tend to refresh your recollection of this July 8, 1957 meeting?

A. No, because I wouldn't know, like I previously stated, whether it was July 8th or not.

Q. But did you make any memorandum in your records of this July 8, 1957 meeting? A. No.

Q. Did you ever have any writing in letter form or otherwise to Mr. Crawford or Mr. Cameron, or either of them, pertaining to this particular timber? [19] A. No.

Q. Do your records contain any memoranda or any penciled notations or any other kind of written notations as to your agreements or lack of agreements with Mr. Crawford or Mr. Cameron?

A. No.

Q. Is there anything in writing in your own records that in any way pertain to any dealings which you had with Mr. Crawford or Mr. Cameron?

A. No.

Q. All of your dealings with Mr. Crawford and Mr. Cameron were oral, were they not?

A. All my dealings were with Mr. Crawford.

Q. And those dealings were oral, were they not? A. Yes.

Q. What meeting, if any, did you have with Mr. Crawford after July 8, 1957?

A. After July 8th—on July 10th he and our manager went to look at a Forest Service piece of timber. That exact date, I know that.

(Deposition of William C. Smith.)

Q. What timber was that? Do you know by what name that is called, that timber?

A. I can't recall the exact name as of now.

Q. Where was it located?

A. It was a Forest Service sale in the Oakridge district.

Q. Did Mr. Crawford ultimately buy that timber, do you know? [20]

A. I believe he did, yes.

Q. What other dealings after July 8, 1957 did you have with Mr. Crawford concerning the timber that is the subject matter of this suit?

A. None.

Q. There was never anything in writing, is that right?

A. No, there was never anything in writing.

Q. Did you ever talk to Mr. Crawford prior to July 17, 1957 concerning this timber? Did you ever see him and talk to him regarding the timber that is involved in this case?

A. Would you repeat the date, please?

Q. Prior to July 17, 1957. A. No.

Q. Did you ever see him prior to July 19, 1957— A. No.

Q. —regarding this timber? Did you enter a bid on behalf of Vancouver Plywood Corporation for the timber in question?

A. On July the 10th.

Q. That was put in by you, was it?

A. Submitted by Vancouver Plywood.

(Deposition of William C. Smith.)

Q. Was there not an oral sale or bidding on this timber on July 17th or July 19th?

A. On July 19th there was supposedly an oral auction.

Q. Did you attend that? A. Yes. [21]

Q. Did you make a bid on that at that time?

A. Yes.

Q. Did you attend that sale with anybody?

A. Mr. Crawford was there at the sale.

Q. Did you ride down from Eugene with Mr. Crawford? A. No.

Q. He went alone, did he?

A. I don't know.

Q. You don't know how he got there?

A. No.

Q. You didn't go with Mr. Crawford to the sale? A. Yes, we walked in the door together.

Q. But you didn't drive down together?

A. No.

Q. Did you have any conversations prior to the sale between July 8th and the sale date regarding this particular timber? A. No.

Q. Prior to the actual bidding did you or Mr. Crawford or Mr. Cameron have any discussion of any kind concerning this timber? A. No.

Q. Did you know that Mr. Crawford or Mr. Cameron, or both of them, had put a bid in for the timber? A. Yes.

Q. When did you find that out? [22]

A. On July 17th.

Q. At what time?

(Deposition of William C. Smith.)

A. At approximately four o'clock in the afternoon.

Q. Was that after the bidding had taken place?

A. No.

Q. When did the bidding take place?

A. On July 19th.

Q. On July——

Mr. Lankton: What bidding are you talking about? I am sorry.

Q. (By Mr. Murphy): There was, in fact, an auction of this timber, was there not?

A. On July 19th.

Q. What happened on July 17th? I think you mentioned something on July 17th.

A. That is when I knew that Mr. Cameron and Mr. Crawford—or that is when I knew that Mr. Cameron had submitted a bid.

Q. How did you find out that Mr. Cameron had submitted a bid?

A. Our Springfield office called the O. & C. office in Roseburg and inquired, because that was the day that the time limit was up on it.

Q. Did Mr. Crawford ever tell you that he had submitted a bid?      A. No.

Q. Did Mr. Crawford ever come to your office in Springfield and tell you that he had submitted a bid?      A. No. [23]

Q. So between July 8, 1957 and the date of this auction that we have been speaking of on July 19, 1957, you had no discussions with Mr. Crawford or Mr. Cameron concerning this timber?

(Deposition of William C. Smith.)

A. No.

Q. Now, tell us just what happened at this auction that occurred on July 19, 1957.

A. The auction was held at Roseburg and the two qualified bids were put on the board.

Q. What bids were they?

A. The Vancouver Plywood, and whether it was Cameron and Crawford or Crawford and Cameron, I wouldn't say, but there was two names.

Q. And then what happened?

A. Vancouver Plywood bid the appraised price.

Q. What was your bid that was submitted on July 10th?           A. The appraised price.

Q. What was the bid of Crawford and Cameron?           A. I don't know.

Q. You don't know whether it was less than the appraised price or more than the appraised price?           A. No, I don't know.

Q. On July 19th did you make any oral bid?

A. Yes, I bid the appraised price.

Q. I probably don't understand the nature of bidding. You put in a bid on July 10th or July 8th—was it July 8th or 10th?

A. It was the 10th. [24]

Q. You put in a bid on July 10th, and then did you, in turn, raise that bid on July 19th?

A. No.

Q. Did you, in turn, bid the same bid on July 19th that you bid on July 10th?

A. Would you repeat the question?

Mr. Murphy: Would you read the question?



(Deposition of William C. Smith.)

(The last question was read.)

A. Yes.

Q. Did Mr. Cameron or Mr. Crawford enter any bids on July 19th or raise any bids that they had previously entered? A. No.

Q. I gather that Vancouver Plywood Corporation was awarded the timber, is that correct?

A. Yes.

Q. Then did you have any discussion after the award of the timber with Mr. Cameron or Mr. Crawford concerning them logging this timber?

A. No.

Q. No discussion whatsoever? A. Yes.

Q. What discussion did you have with Mr. Cameron and Mr. Crawford?

A. Principally of what Vancouver Plywood planned on doing with the timber.

Q. What did they say to you and what did you say to them at [25] that time?

A. They asked what we planned on doing with it and I told them we planned on holding it probably for approximately thirty days.

Q. What did you tell them you were going to do with it, if anything?

A. I didn't tell them.

Q. Did they ask you whether they could log the timber for you? A. Not that I recall.

Q. Was there any discussion at that time as to Crawford and Cameron logging this timber for you? A. No.

Q. Was there any mention of logging or any

(Deposition of William C. Smith.)

role that they would play in connection with this particular timber?

A. Not with this particular timber.

Q. Was there any discussion about any other timber?

A. Yes. There was no specific tracts mentioned. I had never met Mr. Cameron before, so he was asking me about what our prices were, what we was willing to pay for logs delivered in Springfield, and I told him.

Q. But there was no discussion of logging the timber that you had just purchased?

A. No.

Q. Was there any discussion at any subsequent date between you and Mr. Crawford and Mr. Cameron of logging this particular timber? [26]

A. Yes.

Q. What was that discussion and when?

A. That discussion was sometime in the month of August when they came to my home and asked why they could not log that timber, why they wasn't given the opportunity to log it.

Q. And who was present at the time of that discussion?      A. No one.

Q. What did they say to you and what did you say to them? Was there anybody present other than the three of you?

A. It was at my home and my wife was there, but she wasn't in the room.

Q. I see, and what was said at that time?

A. At that time Mr. Cameron and Mr. Craw-

(Deposition of William C. Smith.)

ford felt they should have been given an opportunity to log that sale. I told them that we had sold that because otherwise we would have lost \$10,000. That I previously stated.

Q. To whom did you sell the sale to?

A. Nygard Logging Company.

Q. When was that contract of sale made?

A. July 8th.

Q. Between who and who?

A. Between Nygard Logging Company and Vancouver Plywood.

Q. How much did you receive for selling the sale? A. We received nothing.

Q. Was that agreement in writing? [27]

A. Yes.

Q. What in general did it provide?

A. It provided that Vancouver Plywood would finance the sale and pay so much for the logs delivered back at Springfield, Oregon.

Q. Was that agreement made on July 8th?

A. Yes.

Q. In general what were the prices that were to be paid by Nygard for this timber?

A. Are you referring to stumpage prices or to log prices?

Q. Log prices, delivered to your mill.

A. I believe, without seeing the contract, that this is close—I wouldn't say that this was the exact figures that was in the contract. I believe it was No. 3 mill logs, he would receive \$45 per thousand net scale. No. 2 mill logs, he was to receive \$55 a

(Deposition of William C. Smith.)

thousand net scale. Select peelable logs, he was to receive \$65 a thousand. For No. 3 peelers, \$85 a thousand; No. 2 peelers, \$95 a thousand; No. 1 peelers, \$110 a thousand.

Q. Did you ever tell Cameron and Crawford of this contract?

A. No, not prior to the—I never told them then.

Q. Who drew this contract up?

Mr. Higgins: Let him finish it.

The Witness: Pardon?

Mr. Murphy: Excuse me.

Mr. Higgins: Were you going to say something else? [28]

The Witness: He had made the statement that I had never told them. I had told them when they were at my home that we had sold it to them. I didn't say it was a contract but I told them it had been sold to Nygard, but I didn't give any specific prices or anything else at that time.

Q. (By Mr. Murphy): You said "he made a statement." Who made a statement?

A. I meant you had started to ask a question and then you had changed.

Q. When did you tell Cameron and Crawford that you had sold this timber to Nygard?

A. It was sometime in the month of August when they were at my home.

Q. Before that time did you ever tell them about the sale to Nygard? A. No.

Q. Who drafted the agreement between Vancouver and Nygard for the sale of this timber?



(Deposition of William C. Smith.)

A. Mr. Plummer.

Q. When was that contract drawn up?

A. On July 8th.

Q. Was it signed July the 8th? A. Yes.

Q. And in whose presence was it signed?

A. The office girl, Miss Donna Kimport, and Mr. Donald Rupe. [29]

Q. Did Cameron or Crawford, or either one of them, ever tell you that they were going to put in a bid on this timber? A. Not that I recall.

Q. Did you ever ask them not to put in a bid?

A. No.

Q. Did they ever discuss with you putting in a bid on the timber?

Mr. Higgins: You mean before the sale?

Mr. Murphy: Before the sale.

A. Of them putting in a bid?

Q. (By Mr. Murphy): Yes. A. No.

Q. Is it your statement that you at no time had a contract with either Cameron or Mr. Crawford to log this timber? Is that your testimony?

A. Yes.

Q. You have testified to a number of conversations between Cameron and Crawford, I mean between yourself and Mr. Crawford. Was anybody other than the two of you present at the time of any of those conversations? Were any third persons present?

A. Except after the sale on July 19th when Mr. Cameron was present.

Q. As to the conversations that you testified to



(Deposition of William C. Smith.)

between yourself and Mr. Crawford, there were no third persons present, is that correct?

A. Not that I recall. [30]

\* \* \* \* \*

[Endorsed]: Filed January 15, 1958.

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[Endorsed]: No. 16036. United States Court of Appeals for the Ninth Circuit. Robert N. Cameron and Jack Crawford, Appellants, vs. Vancouver Plywood Corporation, Appellee. Transcript of Record. Appeal from the United States District Court for the District of Oregon.

Filed: May 23, 1958.

Docketed: June 3, 1958.

/s/ PAUL P. O'BRIEN,

Clerk of the United States Court of Appeals for the Ninth Circuit.

In The United States Court of Appeals  
For The Ninth Circuit

No. 16036

ROBERT N. CAMERON and JACK CRAW-  
FORD, Appellants,

v.

VANCOUVER, PLYWOOD CORPORATION, a  
Washington corporation, Appellee.

COUNTER-DESIGNATION OF CONTENTS  
OF RECORD ON APPEAL

To: Robert H. Cameron and Jack Crawford, ap-  
pellants, and Yates, Murphy and Carlson and  
Edward M. Murphy, attorneys for appellants.

You and each of you take notice that the Ap-  
pellee adopts as its supplemental designation of  
portions of the record to be printed on appeal,  
the Counter-Designation of Contents of Record on  
Appeal appearing in the typed record and filed in  
the United States District Court for the District  
of Oregon on May 29, 1958 by Appellee.

MILTON C. LANKTON and  
BLACK, KENDALL & TREMAINE,  
/s/ MILTON C. LANKTON,  
Attorneys for Appellee.

Affidavit of Mailing Attached.

[Endorsed]: Filed June 12, 1958. Paul P.  
O'Brien, Clerk.